

National Guard Bureau

NATIONAL GUARD FEDERAL ACQUISITION REGULATION SUPPLEMENT

NGFARS

April 2003

**The Office of the Principal Assistant
Responsible for Contracting
Director of Acquisition
NGB-AQ**

NGFARS

FOREWARD

The April 2003 Edition of the National Guard Federal Acquisition Regulation Supplement (NGFARS) is effective immediately. Current NGB-AQ Contract Policy Letters (CPL) are listed in ATTACHMENTS in back of the NGFARS. The NGFARS is not a stand-alone document and must be read in conjunction with the Federal Acquisition Regulation, Defense Acquisition Regulation Supplement, and Army Federal Acquisition Regulation Supplement.

The NGFARS is issued under the statutory authority of the Chief, National Guard Bureau.

The changes are marked with a vertical line on the left edge of the column and/or highlighted in yellow. Please review the entire NGFARS. The USPFO shall ensure the Purchasing and Contracting Offices (ARNG) and the Base Contracting Offices (ANG) receive copies of NGFARS.

This document is available in Guard Knowledge Online to military web accounts.

Any comments, recommendations or correction of errors should be addressed either to your respective region's Army or Air National Guard Acquisition Advisory Council representative or to NGB-AQ at the address shown in NGFARS 1.201(S-100)(c).

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PART 1 - FEDERAL ACQUISITION REGULATION SYSTEM

SUBPART 1.1 - PURPOSE, AUTHORITY, ISSUANCE

1.101 Purpose.

(a)(i) This supplement, the National Guard Bureau Federal Acquisition Regulation Supplement
1.102 Statement of guiding principles for the Federal Acquisition System

(NGFARS), establishes policies and procedures for procuring supplies, services, construction, architect-engineering services (A-E) and Federal Information Processing (FIP) resources as authorized and executed by Contracting Officers under the auspices of the Chief, National Guard Bureau [the Head of the Contracting Activity (HCA)] and the Principal Assistant Responsible for Contracting (PARC). Contracting Activity.

1.102(e) Partnering

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It is the policy of NGB that to the maximum extent possible, Partnering will be used on National Guard construction contracts and on all other contract types when appropriate.

Partnering on construction contracts is used in states where contractors, contracting officers and Base Civil Engineers are supportive to the process and contracts are awarded contingent on using the partnering concept.

Partnering was developed in an effort to move from an adversarial relationship with contractors to one of mutual benefit. While the contract establishes the legal relationships, the Partnering process establishes the working relationship.

A background guidance paper on Partnering is included in the ATTACHMENTS section at the back of the NGFAR.

References

- a. Partnering: A Concept for Success, Brochure by Associated General Contractors of America.
- b. Partnering: A Concept for Success, Video by Associated General Contractors of America.
- c. Partnering: Changing Attitudes in Construction, Book by Associated General Contractors of America
- d. Partnering, Corps of Engineers IWR Pamphlet 91-ADR-P-3.

1.103 Authority.

The NGFARS is applicable to all Federal National Guard contracting offices, Army and Air, and the National Guard Bureau Contracting Offices (NGB-AQC, AQE, AQF and NGB-RCS-BMO). Unless otherwise specified herein, the policy and procedures contained in FAR, DFARS and AFARS are applicable to all Federal National Guard acquisitions. When National Guard regulations and circulars containing policies or procedures relating to acquisitions conflict with the policies and procedures in FAR, DFARS, AFARS or NGFARS, the governing order of precedence for resolution shall be the FAR, DFARS, AFARS and NGFARS. **Department of Air Force contracting regulations do not apply to Air**

National Guard contracts or contracting offices. Air National Guard contracting offices may voluntarily follow or use as guidance Department of Air Force contracting regulations (see 5390.301).

1.105 Issuance.

1.105-2 Arrangement of Regulation.

(a) General. The arrangement of this supplement is patterned after the FAR. As such, sections and paragraphs are keyed to related FAR, DFARS and AFARS paragraphs.

(b) Numbering. Numbered divisions (parts, subparts, sections, subsections or paragraphs, etc., and lettered appendices) of this Supplement correspond to the same numbered divisions in the FAR, DFARS and AFARS. Numbered divisions of this Supplement in the "(S-100)" series (e.g. 1.101 (S-100)) contain subject matter related to, but not contained in, a FAR, DFARS or AFARS numbered division. Omission from the NGFARS of a numbered division which appears in FAR, DFARS or AFARS denotes there is no additional coverage in NGFARS.

(c) References and Citations. This Supplement shall be referred to as the National Guard FAR Supplement (NGFARS). Any numbered division referenced from this supplement should be cited as NGFARS followed by the division number. Thus, this referenced subsection would be cited as "NGFARS 1.104-2(c)". Within this Supplement however, it would be cited as "1.104-2(c)".

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SUBPART 1.2 - ADMINISTRATION

1.201 Maintenance of the FAR.

(S-100)(a) Amendment of NGFARS.

NGFARS shall normally be amended by publication of fiscal year serially numbered National Guard Acquisition Circulars (NAC) which will contain new/replacement pages.

(b) All Contract Policy Letters (CPL) shall remain in full force and effect unless until rescinded by the Office of the PARC. See the index of current CPL's in the ATTACHMENTS to the NGFARS.

(c) Contracting Channels and Mailing

Address. All correspondence and submissions by NGB or other Headquarters offices and authorities referring to recommendations, reports or similar information concerning acquisition matters shall be forwarded through the office of the Principal Assistant Responsible for Contracting (PARC) at the following address unless otherwise specified:

National Guard Bureau
Office of the Principal Assistant
Responsible for Contracting
ATTN: Acquisition Policy Division (NGB-AQP)
1411 Jefferson Davis Highway
Suite 8300
Arlington, VA 22202-3231

Telephone: Commercial (703) 607-0989
DSN 327-0989

FAX: Commercial (703) 607-1174
DSN 327-1174

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SUBPART 1.3 - AGENCY ACQUISITION REGULATIONS

1.304 Agency Control and Compliance Procedures

(S-100) NGFARS supplements the Federal Acquisition Regulation (FAR), Department of Defense FAR Supplement (DFARS) and Army FAR Supplement (AFARS). These acquisition instructions are issued pursuant to the authority of DFARS 201.304 and AFARS 5101.304. They tailor certain procedures to the organizational structure of the National Guard. In no event will any requirement of these acquisition instructions supersede any requirement of FAR, DFARS or AFARS. Any inconsistency between these acquisition instructions and the FAR, DFARS or AFARS shall be resolved in favor of those regulations. Any conflicts between these acquisition instructions and any other National Guard Regulations shall be resolved in favor of this regulation. Notify NGB-AQ of any conflicts at the address in NGFARS 1.201(S-100)(c).

(S-101) Access to GKO by ANG

1. Click on link: <https://gko.ngb.army.mil/>

2. Go to right hand column and #2: Register for a account

3. Complete profile: Please be sure your email address is correct or you won't get your password (Use the one on you email account that comes after the SMTP - this is your default email address).

4. Your request will go in to the pending file and you are not a ".army.mil" email address. That's OK. We will pick you up in the pending file and approve.

NOTE: To insure that you are approved immediately, call Nancy Hegland at DSN 327-9653 or (703) 607-9653 and notify me you are waiting for approval (sometimes we get busy and don't review pending as often as we would like - so force the issue - don't wait).

5. We will approve and an email with a password will be sent to you.

6. The system will request that you change your password to something between 6 to 12 characters (do not use special characters).

7. The site is a new design so call Nancy if you need help accessing our data.

8. NGB-AQ is found under Resource Management.

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SUBPART 1.4 - DEVIATIONS FROM THE FAR

1.403 Individual Deviations

(1) Requests for deviation from the FAR, DFARS and AFARS or this Supplement shall be submitted through the United States Property and Fiscal Officer (USPFO) to the PARC, ATTN: NGB-AQ, at the address at NGFARS 1.201(S-100)(c).

(2) Requests for a one-time deviation from the FAR, DFARS and AFARS or this Supplement shall comply with the guidance at 1.403(1) above.

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PART 1 - FEDERAL ACQUISITION REGULATION SYSTEM

SUBPART 1.6 – Career Development, Contracting Authority, and Responsibilities

1.601-100 General.

(a) The National Guard Bureau is a contracting activity for the Department of the Army (DFARS 202.101). The Principal Assistant Responsible for Contracting (PARC), National Guard Bureau, will maintain surveillance over all National Guard contracting offices. This includes Procurement Management Assistance (PMA) Reviews.

(1) A PMA review team may consist of individuals from NGB-AQ and selected individuals from a field contracting office.

(2) The purpose of the PMA team is to assess the overall effectiveness and efficiency of contract management and operation at the USP&FO Purchasing & Contracting (P&C) Office and ANG Base Contracting Offices. The team will provide assistance on contracting policies, procedures, or on any existing problems.

(3) Organizations to be reviewed shall be notified in advance and will be tasked to provide the necessary administrative assistance/support required to perform the review.

(4) Results of each USP&FO P&C and ANG Base Contracting review will be furnished to the USP&FO within 90 days. A copy will also be provided to the ANG Base Contracting Office, if applicable.

(b) The USPFO will maintain surveillance over their own States/Territory contracting offices.

(1) The USPFO, or a designated representative thereof, shall schedule and conduct at least once annually, a surveillance visit to each Air National Guard (ANG) Base Contracting Office (BCO) (or Army P&C).

(i) The primary objective of the USPFO surveillance visit will be to review and evaluate the management, execution, and implementation of contracting policy and to provide advice to the visited activity concerning the best methods to improve and accomplish its contracting program.

(ii) A written report shall be prepared for each surveillance visit and kept in both the ANG Base Contracting Office files and the USPFO files for review and/or inspections.

(2) Special interest item: When the USPFO-P&C Office provides a regional (serving more than one State) Architect-Engineer design contract, job order or task order contract for construction, these actions shall be reviewed by the USPFO as a special interest item.

(c) Self-Inspections. The Supervisory Contract Specialist (ARNG)/Air National Guard (ANG) Base Contracting Officer (BCO) shall perform self-inspections of their contracting office at least once annually. Inspections shall be documented to include corrective actions taken to eliminate noted deficiencies. The checklists included as attachments to the NGFARS shall be utilized for accomplishing the self-inspections. The Supervisory Contract Specialist/ANG BCO is authorized to expand the checklists using Inspector General (IG) reports, audit reports, and staff surveillance. The Supervisory Contract Specialist (ARNG)/ Air National Guard (ANG) Base Contracting Officer (BCO) should review AFARS – Appendix BB, Management Control Evaluation Checklist as a guide to annual inspections. In addition, ANG Contracting Offices shall utilize their respective gaining/major command inspection guides. The Army National Guard (ARNG) Contracting Offices may also use these inspection guides. The United States Property and Fiscal Officer (USP&FO) is responsible for ensuring their Supervisory Contract Specialist/ANG BCOs accomplish required self-inspections.

(d) Acquisition Conferences: Attendance at the NGB-AQ Contracting Conference is considered mission essential for all Supervisory Contract Specialists (ARNG) and Chiefs of Base Contracting Offices (ANG) or their designees.

(e) Organizational placement of contracting officers:

Commanders and others having administrative supervision over contracting officers shall bear in mind that acts exceeding the delegated powers of the contracting officer do not bind the Government, and they shall refrain from directing contracting officers to take action which might expose the contracting officer to serious consequences. The

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office of the contracting officer shall be placed at a level in the local organization which will protect it from intra-organizational pressure to perform improper acts or expose the contracting officer to personal risk and the National Guard to criticism.

(g) ANG Base Contracting Offices shall provide follow-up on customer requirements in accordance with the following procedures:

The contracting office shall provide follow-up on requirements only when customers request it, such as when receipt of ordered supplies is delayed. This "follow-up by exception" method shall be used to administer procurement actions. Follow-up requests from customers may be received either orally or by informal correspondence. Upon receipt of a follow-up request, the contract specialist shall initiate follow-up action. The contract specialist shall document the follow-up request, the action taken, and advise the customer of the results. In addition, the contract specialist shall update the affected records to reflect a revised Estimated Delivery Date (EDD), and/or any delinquencies, if applicable.

(h) ANG Base Contracting Offices shall manage recurring requirements as follows:

A suspense file shall be established and maintained to track, and announce accordingly, recurring requirements sufficiently in advance to allow normal processing time for preparing Federal Business Opportunities (FedBizOpps or FBO) advertisements, and negotiating and awarding the requirement.

1.602-1(b)(S-100) Authority.

(a) Documentation of negotiated National Guard contracts is addressed in subpart 15.4 and formats are found in the NGFARS Attachments. Use the formats in AFARS 5153.9004 & 5 for a Justification for Other Than Full and Open Competition.

(b) Authority to execute any procurement action using simplified acquisition procedures is limited to the amount stated on the Contracting Officer's Certificate of Appointment.

(c) Contracting officers are not authorized to sign delivery orders against any indefinite delivery or requirements type contracts in excess of the

monetary limitation stated on their warrants, other than GSA schedule contracts. Warrants will state that the unlimited signatory authority applies only to delivery orders issued against GSA schedule contracts.

1.602-2 Responsibilities.

(S-100) Process for Approval by NGB-AQ

(a) (i) Review of solicitation and award actions in the Standard Procurement System (SPS) is the preferred method. SPS review by NGB-AQ requires an e-mail to notify NGB-AQ that there is a file to review. Documents for review are placed in HQ USER folder (in SPS). All documents that would be placed in a paper file are required for a electronic review. All electronic files forwarded to NGB-AQ for review and approval must be approved by the Supervisory Contract Specialist (SCS).

Solicitation/contract actions approved by NGB-AQ in SPS do not require a separate written approval letter; electronic approval is acceptable. Files may be reviewed and approved by the Base Contracting Officer (BCO) provided the BCO holds a warrant to the dollar level of the action. NGB-AQ will access SPS for review. Send e-mail notice to all of the following :

clodette.murphy@ngb.ang.af.mil ,

janice.book@ngb.ang.af.mil

robert.brown@ngb.ang.af.mil

info copy: george.harris@ngb.ang.af.mil

(ii) All paper files forwarded to NGB-AQ for review and approval must be endorsed by the USPFO (or the Chief(s), NGB-AQC, NGB-AQE, NGB-AQF, and NGB-RCS-BMO). All paper files forwarded for review should be duplicated copy files. Do not send original contract documents for review unless requested to do so by NGB-AQ.

(b) All solicitation review thresholds are determined by the Independent Government Estimate (IGE). For negotiated acquisition requirements, see NGFARS 15.406-1/15.406-3. Note: The review threshold for IDIQ type contracts is based upon the IGE for the **total** ceiling projected contract amount (base year plus all options).

(c) **All open market solicitations that exceed the simplified acquisition threshold shall be reviewed by the supervisory contract specialist (or base contracting officer if within their warrant**

authority,) and a legal sufficiency review shall be conducted by the local judge advocate [see AFARS 5101.602-2(c)]. Unless approval is accomplished in SPS, these reviews shall be documented by written memo and placed in the contract file. The USPFO and the Chief, NGB-AQC, NGB-AQE, NGB-AQF, and NGB-RCS-BMO are responsible to enforce the accomplishment of these reviews. (See Table 1-1)

(d) Construction IFB/RFP paper files sent to "NGB-AQ" for review shall be accompanied by 100% design specifications. DO NOT send drawings unless requested to do so by NGB-AQ. Do not put construction 100% design specification files in SPS. Send via email (CD if over 1.2M) to the reviewing authority.

(S-101) Approval of Pre-negotiation Documents.

(a) All pre-negotiation review thresholds are determined by the total value of the contract, including options.

(i) For sole source negotiations the threshold will be based on the contractors proposal or the Government estimate, whichever is larger

(ii) For competitive negotiations the threshold will be based on the highest price or estimated cost in the competitive range.

(b) All proposed pre-negotiation memorandums (POM) that exceed the simplified acquisition threshold (SAT) shall be reviewed and approved by the Supervisory Contract Specialist/Base Contracting Officer. The USP&FO and the Chief(s), NGB-AQC, NGB-AQE, NGB-AQF, and NGB-RCS-BMO) are responsible to enforce accomplishment of these reviews (See Table 1-1).

(c) All Solicitation and Pre-negotiation files shall be reviewed as required in Table 1-1 and shall be forwarded to NGB-AQ as electronic files for review and approval as indicated therein.

(S-102) Approval of Proposed Awards of Contracts and Modifications

(a) All proposed awards of contracts and modifications review thresholds are determined by

the proposed award amount (Base year plus options).

(b) All proposed awards of contracts, modifications, and exercise of options shall be reviewed. **The supervisory contract specialist or the base contracting officer shall review all actions,** and on the basis of complexity, degree of controversy and availability of counsel - a local judge advocate shall provide a legal sufficiency review as a minimum for those actions described in AFARS 5101.602-2(c). The USP&FO and the Chief(s), NGB-AQC, NGB-AQE, NGB-AQF, and NGB-RCS-BMO are responsible for enforcing the accomplishment of these reviews.

The Supervisory Contract Specialist shall forward written response to ALL solicitation review comments to the review and approval authority specified in Table 1-1 prior to the release of any contract award

(c) NEGOTIATED AWARDS

(i) Sole Source When the final negotiated price does not exceed the approved POM objective by more than 10%, the Supervisory Contract Specialist shall forward written response to ALL solicitation and POM review comments, and a copy of the PNM to the review and approval authority specified in Table 1-1 prior to release of any award. In proposed awards where the final negotiated price exceeds the POM objective by more than 10%, the Supervisory Contract Specialist shall forward the proposed contract award and the PNM to the review and approval authority specified for review and approval prior to release of any award.

(ii) Competitive with discussions: When discussion are contemplated, the POM shall be reviewed prior to the commencement of discussions and any notification of any competitive range elimination. The reviewing official shall indicate whether a review, prior to the close of discussions accomplished by issuance of a Request for Final Proposal Revision is required

(iii) Competitive without discussion: Analysis of Proposal Summary, see NGFARS 14.406-3 (S-100), (c), will be reviewed as indicated.

TABLE 1-1 REVIEW REQUIREMENTS

	SOLICITATION					AWARD				
Block with X means Required										

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	SCS BCO	LOCAL JAG	NGB- AQ	NOTE(S)		SCS BCO	LOCAL JAG	NGB- AQ	NOTE(S)
General Notes apply to all									
OPEN MARKET (OM) SOLICITATION & AWARDS \$100K to \$550K	X	X							
IFB – CONSTRUCTION	X	X		E		X	X		E
ALL RFP Over \$100K	X	X	X	K, M		X	X		
ALL RFP Over \$550K	X	X	X	L		X	X	X	B, M
ALL IDIQ BASIC CONTRACTS	X	X	X	C		X	X	X	B, C
COMPETITIVE COMMERCIAL IFB RFQ or RFP Services over \$100K	X	X	X	M		X	X	X	M
COMPETITIVE COMMERCIAL IFB RFQ or RFP Supply over \$1M	X	X	X	L		X	X	X	L
SOLE SOURCE \$100K to \$500K	X	X				X	X		
SOLE SOURCE OVER \$500,000 includes modifications	X	X	X			X	X	X	A, B
Pre-negotiation Documents (POM) over \$ 100,000	X	X				NA	NA	NA	
Pre-negotiation Documents (POM) over \$ 550,000	X	X	X	J, L					
Construction modifications over \$250,000 or in excess of 25% of the basic contract amount	POM	POM	POM			X	X	X	A, B
IDIQ MULTIPLE AWARD (TOC/GSA) with competition for order									
- \$100,000 - \$2,000,000	X					X	X		
- \$2,000,000 - \$3,000,000	X	X				X	X		
- Over \$3,000,000	X	X	X	D		X	X	X	B
UNDEFINITIZED CONTRACT ACTION	X	X	X	F		X	X	X	B
WAIVER OF COST & PRICING DATA – OVER \$550,000	X	X	X	G		X	X	X	G
All Other Contractual Actions over \$100K not covered above	X	X				X	X		

OFFLOADING

INTERSERVICE – WITHIN DoD	USPFO	LOCAL JAG	PARC	SES or General
Requirement of State, Territory or District of Columbia	REQ'D		Note H	
Requirement of Readiness Center at Arlington Hall or Andrews AFB or of Joint Staff			REQ'D	
INTERAGENCY – OUTSIDE DoD				
Requirement of State, Territory or District of Columbia	REQ'D		Note H	
Requirement of Readiness Center at Arlington Hall or Andrews AFB or of Joint Staff			REQ'D	Note I

GENERAL NOTE 1: Contracting officers acting within the monetary limit of their warrant may review, approve and sign any type of action under \$100,000. Simplified acquisition warranted contracting officers acting within the monetary limit of their simplified acquisition warrant may review, approve and sign any simplified acquisition under the simplified acquisition threshold (currently \$100,000). The USPFO or the Chief, NGB-AQC, NGB-AQE, NGB-AQF and NGB-RCS-BMO may set a different local policy than is shown in this GENERAL NOTE for acquisitions under the simplified acquisition threshold.

GENERAL NOTE 2: BCO may review IAW this table within the monetary limit of their warrant. The USPFO or the Chief, NGB-AQC, NGB-AQE, NGB-AQF and NGB-RCS-BMO may set a different local policy than is shown in this GENERAL NOTE for acquisitions under \$550,000.00

GENERAL NOTE 3: Note J: Architect-Engineer firm selection actions above \$500,000 require written approval by ANG/CEC and a copy of this selection approval must be in the contract file.

GENERAL NOTE 4: OPTIONS will not normally require NGB-AQ review provided; (1) that the appropriate option clause was part of the solicitation and award of the basic contract; (2) the exercise of the option is still a unilateral right of the Government; (3) the contracting officer has made the appropriate determination and placed it in the contract file; (4) local legal sufficiency review is obtained on all options in excess of \$2,000,000. Legal sufficiency review is recommended on all options valued at more than \$500,000. For all options see DFARS 217.207 and for construction and Architect-Engineer contract options see NGFAR 17.2.

GENERAL: NOTE 5: Follow requirements of NGFARS 1.602(c)(100) for legal review requirements.

Note A: Construction modifications with any increase in contract value, consent of surety is required and SF 1415 must be executed to increase penalty amount (FAR 28.102-2).

Note B: The Supervisory Contract Specialist shall forward a copy of the written response to ALL solicitation review comments and POM review comments and a copy of the final PNM to the review and approval authority in Table 1-1 **prior** to release of any award.

Note C: All solicitation and award of basic task order contracts require review and approval by NGB-AQP.

Note D: Construction task orders in excess of \$3,000,000 require approval of the NGB Competition Advocate.

Note E: Review and approval of construction IFB solicitation and contract award is conducted by the contracting officer and state staff judge advocate, with overview and approval of review by the USPFO. This requirement only applies to construction IFB for individual projects. It does not apply to section 8(a), or to JOC or TOC solicitations.

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This requirement does not preclude the contracting officer or USPFO from forwarding an IFB solicitation or award to NGB-AQ for review and approval.

Note F: Follow DFARS 217.74 for Undefined Contract Action

Note G: It is mandatory to seek HCA approval on any request for waiver of submission of cost or pricing data for sole source acquisitions above \$550,000.

Note H: In the absence of the USPFO the PARC may approve/disapprove.

Note I: (Offloading) In the NCR (Army and Air Directorates at Arlington Hall and Andrews AFB and Joint Staff) the PARC will review and recommend to General Officer or Senior Executive Service for approval/disapproval.

Note J: The reviewing official for a competitive POM shall indicate whether a review, prior to the close of discussions accomplished by issuance of a Request for Final Proposal Revision is required

Note K: If Lowest Priced Technically Acceptable (LPTA), POM/Analysis of Proposal Summary (APS) review not needed

Note L: NGB-AQ may delegate POM/APS and Award review to SCS/BCO up to \$5,000,000 after solicitation review, if appropriate

Note M: NGB-AQ may delegate POM/APS and Award review to SCS/BCO up to \$500,000 after solicitation review, if appropriate.

Note N: OPTIONS will not normally require NGB-AQ review provided; (1) that the appropriate option clause was part of the solicitation and award of the basic contract; (2) the exercise of the option is still a unilateral right of the Government; (3) the contracting officer has made the appropriate determination and placed it in the contract file; (4) local legal sufficiency review is obtained on all options in excess of \$2,000,000. Legal sufficiency review is recommended on all options valued at more than \$550,000. For all options see DFARS 217.207 and for construction and Architect-Engineer contract options see NGFAR 17.2.

End of Table 1-1 Review Requirements

1.602-2(a)(S-100) Elaboration on Responsibilities

(a) A procurement action for supplies/services will not be accepted without proper certification of availability of funds signed by funds certifying official (unless stock funded or other approved bulk funding method is used) or the procedures in AFARS 5101.602-2, (A), (B), (C) are followed.

(b) Funding Procedures for Construction and A-E Projects.

(1) Contracting Officers shall have the following funding documentation on file prior to issuing any solicitation.

(A) A citation of funds certified by the appropriate comptroller (AF Form 9 or DA Form 3953); or

(B) Contracting Officers may issue solicitations for construction (MCP and SRM) projects, and design (A-E) projects subject to written notice that funds are reserved at the appropriate FM or comptroller office.

(C) No contract shall be awarded nor shall a prospective contractor be notified of a pending award until funds have been certified to be available by the appropriate FM or comptroller.

(2) Prior to initiating discussions for the basic MATOC or A-E indefinite delivery contract, the Contracting Officer shall have either a funded AF Form 9 or DA Form 3953 to cover the first work order, or a guaranteed minimum fee. When a guaranteed minimum fee amount is included in award of the basic MATOC or A-E indefinite-delivery contract, the requiring activity must furnish a requisition (AF Form 9 or DA Form 3953) using appropriated funds to cover the guaranteed minimum fee amount. When the indefinite delivery work order(s) placed equal or exceed the guaranteed minimum fee amount, deobligate the guaranteed minimum fee amount by contract modification.

(c) Letters from ANG/CE and NGB-ARI that delegate authority to a State shall contain the reservation statement shown below.

"Funds in the amount of \$ _____ are hereby reserved in accounting classification _____, for Project Number _____.

Notice of amount required for award shall be provided by FAX or message to _____, phone _____."

NOTE: Funds will be furnished/certified by the appropriate USPFO/FM/Base Comptroller to the Contracting Officer prior to expiration of the acceptance period or in negotiations time of award.

(1) The Contracting Officer shall include the following statement on the face of all solicitations to be issued as a result of funds being reserved at the appropriate comptroller division at NGB:

"Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available."

(2) These funds shall remain reserved until the appropriate comptroller division at NGB is notified of the amount of funds needed to permit contract award. At that time, funds will be expeditiously processed to the appropriate comptroller personnel in the State. Affected Contracting Officers shall notify the cited official by telephone, confirmed by FAX or message, of the total amount of funds required for contract award. Once funds are received in the State, an AF Form 9 or DA Form 3953 will be processed and funds in the amount to permit contract award will be certified by the funds certifying official. Upon receiving a properly certified funding document, the Contracting Officer will proceed with award of the contract. Under no circumstances is the Contracting officer authorized to award a construction or design contract subject to availability of funds.

(3) The above reservation of funds is restricted to use in those cases where funds are reasonably assured of becoming available.

(d) Solicitations may be issued in accordance with AFARS 5101.602-2(a)(ii)(A) when the appropriate NGB Engineering Divisions and NGB-AQ have jointly determined and justified that a project is of high priority and that there is a high probability the requirement will not be canceled and:

(1) The NGB Engineering Division letter authorizing the contracting officer to advertise for bids/proposals, will include this statement:

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"This is a high priority project and approval has been obtained from NGB-AQ to authorize the solicitation of bids without obtaining assurance of current fund availability. This requirement is included or provided for in the MILCON Program for FY _____. The accounting classification will be _____. This statement is not a commitment of funds."

(2) Furthermore, the Contracting Officer shall insert the following statement in the solicitation schedule issued pursuant to the above authority.

"Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available."

(3) This authority is not intended to permit soliciting subject to the availability of "windfall" or "hoped for" funds but is restricted to use in those cases where funds are reasonably assured of becoming available for obligation within the offer acceptance time. As a result, when a solicitation/project is considered for issue/approval under these provisions in accordance with paragraph (c) above, the Contracting Officer shall consider the administrative expense to the Government for preparing the solicitation as well as the expense to the contractors in preparing their offers.

(e) Contracting offices that receive letters of authority to advertise projects for bid that are without funding documentation as described in paragraphs (a), (b), (c) or (d) above shall not process the solicitation.

(f) The appropriate NGB Engineering Office (ANG/CEC or NGB-ARI) shall expeditiously advise NGB-AQ and the appropriate USPFO of any changes in priority of projects or delay in expected receipt of funds.

(g) The PARC reserves the right to withdraw this authority anytime this procedure is violated or misused.

(h) Other responsibilities pertaining to the acquisition of A-E services are as follows:

(1) The Base Civil Engineer's/Facilities Management Officer's (BCE/FMO) role is defined in ANGI 32-1023 (Criteria and Standards for National Guard Construction) and NGR (AR) 415-5 (Military Construction, Project Development, Army National Guard (MCARNG). The BCE's responsibilities include the following:

(A) Prior to the Contracting Officer's synopsis of the requirement, submission of the initial project documentation, which as a minimum, includes the following:

(i) A valid and current Project Design Instruction (DI) Letter.

(ii) An initial Independent Government Estimate (IGE) signed and dated by the BCE/FMO. In addition, the IGE shall be stamped "FOR OFFICIAL USE ONLY".

(iii) A Purchase Request (AF Form 9 or DA Form 3953) that includes a detailed description of the A-E services required.

(iv) Detailed evaluation and selection criteria as defined in FAR Subpart 36.602-1 and DFARS 236.602-1. Also reference ANGI 32-1023 or NGR (AR) 415-5.

(v) An approved Project Book or Statement of Work.

(vi) A DD Form 1390/1391.

(B) Maintenance and review of SF 254 (to be replaced with SF 330) data base files as described in NGFARS 36.603.

(2) Contracting Officers' responsibilities pertaining to the acquisition of A-E services are as follows:

(A) The Contracting Officer is responsible for the integrity of the A-E selection process. Therein, the Contracting Officer shall ensure compliance with the requirements of FAR 1.602-1(b) and 1.602-2(b). The Contracting Officer shall review the entire selection package (individual worksheets, board tabulation results, selection criteria, etc.) to ensure that the A-E selection was in accordance with law, regulations, and A-E selection procedures. (Reference ANGI 32-1023 or NGR (AR) 415-5).

(B) In addition, Contracting Officers are responsible for:

(i) Preparation and issuance of the Federal Business Opportunities (FedBizOps or FBO) announcements. The A-E selection criteria shall be listed in the FBO notice in the order of importance as

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defined in FAR 36.602. The Contracting Officer shall ensure the announcement is published accurately in the FBO. Reference CPL 00-02.

(ii) Ensuring submission of SF 254's and SF 255's (both to be replaced by SF 330) directly to the contracting office, and for their receipt and processing, as described in NGFARS 36.603.

5101.602-2 (c)(S-100) Legal Participation in the Acquisition Process
(See FAR 1.602-2, AFAR 5101.602-2(c))

Local JAG review for legal sufficiency is required for the following:

(a) Solicitations and contract award actions expected to result in contracts of more than \$100,000. Solicitations for competitive ID/IQ or GSA FSS orders against multiple award contracts do not require legal review for less than \$2,000,000.

(b) All contract modifications exceeding \$100,000 (aggregate total of increase and decrease), all sole source justifications which exceed \$100,000, and delivery order awards, except prepriced items, which exceed \$100,000 shall be reviewed for legal sufficiency by the local JAG

(c) Local contracting officers should not hesitate to request legal review of contracts and contractual actions involving smaller dollar amounts if they believe such review is warranted.

(d) The following require legal sufficiency review or coordination by the local JAG, regardless of dollar amount: source selection decision documents prior to SSA signature; requests for NGB-AQ award approval clearance; mistakes in bid; Undefined Contract Actions, Waiver of Cost and Pricing Data, protests; issuance of cure notices/show cause letters; ratifications; disputes; debarment and suspension actions; terminations for cause, for default and for convenience; request for novation, assignment of claim, contracting officer final decisions; exercise of options solicitations/contracts for hazardous waste disposal; inclusion of liquidated damages clauses in other than construction solicitations and assessment of liquidated damages; Economy Act determinations and Findings for offloading outside of DoD, and other reviews required by regulation. The requirement for

legal review does not apply to purchases made using simplified acquisition procedures when price is the only evaluation factor.

(e) Waiver. The USPFO and CHIEF, NGB-AQC, AQE, AQF and NGB-RCS-BMO may waive the legal review for the following:

(i) A-E Solicitations: Sole Source less than \$550,000

(ii) Construction Solicitations: 8(a) or JOC Sole Source less than \$550,000 and Task Orders under a Multiple Award Contract less than \$2,000,000

(iii) Supplies and Services Solicitations: IFB less than \$1,000,000 and Sole Source (including GSA if single award schedule) under \$550,000

(iv) Services Solicitations: Task Orders or GSA multiple award schedule orders with competition based on price only less than \$2,000,000

(v) Supplies Solicitations: Delivery order or GSA schedule orders less than \$3,000,000

(vi) Awards: Awards resulting from sealed bids; exercise of options less than \$2,000,000; and sole source awards where the final negotiated price does not exceed the POM objective by more than 10%

If this review is waived, the file shall be documented to reflect the justification for this action [FOLLOW FAR & AFARS 5101.602-2(c)].

(f) Prior to denying a contractor's protest greater than \$100,000, the contracting officer shall refer the proposed denial with the contracting officer's decision and supporting legal memorandum to NGB-JA for legal sufficiency review. Staff Judge Advocate Generals are responsible to include in their legal sufficiency review, comments on any fiscal problems in the contract documents they review. If issues arise which merit further legal review, then the file will be forwarded by NGB-AQ to NGB-JA.

1.602-2-90 Contracting Officer's Representative

(S-100) A Contracting Officer's Representative (COR) appointed by a Federal Contracting Officer must be a Federal employee (Army/Air Technician, AGR, Title 5 Civilian, or other Federal status). A state employee cannot be a Federal COR. COR letters of appointment must specify that changes to construction contracts are not to be made via credit card micro-purchase (see 43.201(a)(S-100)).

Background information.

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NGR 5-1/ ANGI 63-101, paragraph 33-5, permits construction Inspectors under the Master Cooperative Agreement (MCA) funded at 100% utilizing **SRM** or MILCON funds.

ANG Installations are either fee owned by the Federal Government or under long term Federal lease. These installations are in turn licensed to the states for National Guard Purposes. The states are responsible for providing the maintenance and operations of all facilities.

Inspections provided under the MCA are for general construction surveillance to insure specification compliance and the maintainability of completed facilities. Contracting Officer's Representative responsibility may not be performed under the MCA. Inspectors provided under the MCA are not personal services. There shall not be an employer/employee relationship. Direct supervision will not be by a federal employee. FAR 37.104 (c)(1) "...giving an order for a specific article or service, with the right to reject the finished product or result, is not the type of supervision or control that converts an individual who is an independent contractor (such as a contractor employee) into a Government employee."

State employee can be inspector but CANNOT be COR. The COR role has to be filled by a Federal Employee (Usually BCE or Deputy BCE, either AGR or Technician).

1.602-3 Ratification of Unauthorized Commitments

(b) Policy

(3) The **non-delegable** approval levels of individual ratification actions are as follows:

<u>Dollar Level</u>	<u>Approval Level</u>
Up to \$10,000	USPFO (NGB-AQC for NGB)
Up to \$100,000	PARC (NGB-AQ)
Over \$100,000	Chief, NGB as Head of Contracting Activity

1.602-3-90(S-100) Ratification Procedures

April 2003 EDITION

(a) The local commander (Unit Commander, Army Guard or Air Guard) of the individual making an unauthorized commitment is responsible for assuring requirements of AFARS 5101.602-3 are met. Host-tenant organizations or other organizations supported by the cognizant National Guard Contracting Office shall also comply with AFARS 5101.602-3. The Assistant Chief of the National Guard Bureau is designated as the commander for ratification of unauthorized commitments made by personnel within the NGB.

(b) The Contracting Officer within whose jurisdiction the unauthorized commitment occurred is responsible for preparing the ratification file. All ratification actions requiring NGB-AQ review and approval shall be forwarded through the USPFO who shall endorse the ratification documents with a recommendation in accordance with NGFARS 1.602-3(b)(3).

(c) All ratification actions require a review by a Federally recognized judge advocate.

1.603 Selection, Appointment and Termination of Appointment

1.603-1 General

(2) (S-100)(A) The Secretary of the Army has delegated authority to procure supplies and services for the National Guard to the Chief, National Guard Bureau (Head of Contracting Activity (HCA)). That authority is further delegated to the PARC (NGB-AQ) who shall appoint Contracting Officers based on the recommendation of the USPFO of each State, the District of Columbia, Guam, the Commonwealth of Puerto Rico and the Virgin Islands. The USP&FO shall keep the number of appointed Contracting Officers to the minimum essential needed for efficient operations. Contracting Officer appointments are limited to individuals assigned to the USP&FO Purchasing and Contracting Office, the ANG Base Contracting Office and NGB-AQ. In accordance with AFARS 5101.603-1, personnel selected and approved to be appointed as Contracting Officers shall be issued certificates of appointment.

(B) Request for appointment, or changes to current appointment, will be accomplished by submitting a

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completed NGB Form 10R, Appointment/Qualifications of Contracting Officer, to NGB-AQ for processing to the attention of Ms. Chavis Eason (DSN 327-1665). In addition to the NGB Form 10R, a completed Contracting Officer Warrant Worksheet must also be submitted. (Form 10 and the worksheet are found in NGFARS Forms and Checklist section). The USP&FO shall review and sign NGB Form 10-R and the Contracting Officer's Worksheet prior to forwarding the request to NGB-AQ. A copy of the worksheet is included in the Forms and Checklists section of this regulation.

(1) On NGB Form 10-R, in the block marked "STATUS", state current full-time employment status; that is, Technician (Excepted or Competitive, Title 32), AGR, or Title 5 Civilian Employee. In block "2b" of the National Guard Contracting Officer Warrant Worksheet, check either "Civilian" or "Military", not both. Also in block "2b", the Acquisition Career Field and Acquisition Position Category should be marked "C" for contracting or "E" for purchasing.

(2) Request for renewal of certificate of appointment should be submitted to NGB-AQ not earlier than 60 days prior to expiration, and not later than 30 days prior to the expiration of the certificate.

(C) It is the responsibility of the USP&FO and the Supervisory Contract Specialist to ensure that individual Contracting Officer(s) under their supervision meet all mandatory training, education, and experience requirements IAW the Defense Acquisition Workforce Improvement Act (P.L.101-560, November 1991).

(1) Per recommendation of the USP&FO, Supervisory Contract Specialists who meet DFARS 201.603-2 requirements may be granted unlimited contracting authority.

(2) Purchasing Agents shall not be appointed as Contracting Officers above the simplified acquisition threshold.

(D) Limited Contracting Officer Authority for Contingency Contracting Officers.

(1) Standard contracting officer warrants of the National Guard may be used in contingency operations. National Guard personnel warranted as Contingency Contracting Officers are limited to use of their authority in contingency situations in CONUS and OCONUS and during evaluation period of Operational Readiness Inspections.

(2) Air National Guard military personnel in AFSCs 64PX and 6C0X1 and civilians in the GS-1102 occupational series who possess a minimum Contracting Level I certification may be granted limited standard OR contingency contracting officer authority. Warrant may specify authority for; Micro-purchases, FSS, GSA/VA, DOs, BPA Calls, Open Market, IDIQ DOs, BOA Orders, and Provisioning in DFARS Subpart 217.76. Warrant will specify dollar amount(s) and any limitation in specific categories.

(3) Air National Guard military contracting personnel who do not possess a Contracting Level I certification may be given a limited standard OR contingency contracting officer warrant when needed for unit mission requirements and requested by the unit commander through the USPFO. The warrant shall be limited to a dollar amount and method of award consistent with the training, contracting experience, and demonstrated business judgment of the individual. Warrant may specify authority for Micro-purchase authority, FSS, GSA/VA, DOs, BPA Calls, Open Market under \$25K, Prepriced IDIQ DOs, and for contingency contracting OCONUS a \$200,000 contingency SAT for Open Market, IDIQ DOs, BOA Orders, and Provisioning in DFAR Subpart 217.76. Warrant will specify dollar amounts and limitations in specific categories.

(S-101) Authority to appoint Ordering Officers.

The PARC (NGB-AQ) delegates to Chiefs of Contracting Offices, without power of re-delegation, the authority to appoint Ordering Officers.

1.603-2 Selection for Training and Certification

(S-100)

(1) All new purchasing agents shall participate in eight hours of training on the NGB-AQ Simplified Acquisition

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Procedures Handbook (SAPH) within 30 days after appointment.

(2) Purchasing agents shall participate in eight hours of current training on the NGB-AQ SAPH at least once annually.

(3) All Contracting Officers or Contract Administrators/Specialists involved with Architect-Engineer (A-E) and/or Construction contracts shall participate in a minimum of eight hours of training each calendar year on the NGB A-E and Construction Contract File Handbooks. New personnel assigned to these duties shall have accomplished detailed reviews of these handbooks within 45 days of appointment.

(4) Training shall be documented in the individual's training file folder.

(5) Resident Training and Education (DoD Schools). All established training programs shall comply with DoDD 5000.52M, "Acquisition Career Development Program".

(S-101) Points of Contact (current as of March 2003)

(1) Air National Guard training quotas are obtained through NGB-AQ for Defense Acquisition University mandatory contract training. Contact Ms. Chavis Eason DSN 327-1665.

(2) Army National Guard training quotas are obtained from DAU through the Director of Acquisition Career Management (DACM) at the Office of the Assistant Secretary of the Army for Acquisition, Logistics, & Technology. (ASAAL&T). ARL-Q monitors and assists with this program. The Acquisition Corps/Workforce training application process is a self-service on-line system composed of the Individual Development Plan (IDP), course/class date information from the Defense Acquisition University (DAU), and the ATRRS Internet Training Application System (AITAS). The system is initiated by the individual and approved/executed by the organizational supervisor. Orders are issued electronically by the Research, Development, and Acquisition Information Systems Activity (RDAISA). Assistance can be obtained through the Army National Guard Acquisition Career Management Branch, NGB-ARL-Q, with the contacts being MAJ Tim Lawry (DSN 327-7609), Ivanoria Elliot (DSN 327-7532), Mr. Gene Odum (DSN 327-7492), or Mr. Rocky Freudenberg (DSN 327-9073).

Note: Army National Guard personnel listed below are scheduled to depart as shown below. If there is difficulty in contacting anyone contact Ms. Eason or Mr. Drinkwater. Recommend use of website <http://asc.rdaisa.army.mil> click on "Organization POC". Then click on "US Army National Guard Management Branch".

LTC Dorothy Taneyhill – May 2003

(3) Level 1 through 3 certifications in Contracting for both Army and Air personnel are granted by the NGB PARC. Contact Ms. Chavis Eason, DSN 327-1665. Levels 1 through 3 certifications in Program Management, Information Technology, and Acquisition Logistics are granted by the ARNG ACMO. Route all Army National Guard Acquisition workforce/Acquisition Corps personnel record updates and change requests through the ARNG Acquisition Career Management Branch for review and processing.

(4) Accession to the Army Acquisition Workforce/Corps is accomplished through NGB-ARL-Q. Contact MAJ Tim Lawry (DSN 327-7609), or Mr. Rocky Freudenberg (DSN 327-9073).

(5) The ARNG Acquisition Career Management Advocate (ACMO) is Mr. Tom Drinkwater. Mr. Drinkwater serves as a conduit of information to the ARNG Acquisition Workforce, as the liaison between the ARNG Acquisition Workforce and the Defense Acquisition community and as certification officer for Information Technology, Program Management, and Acquisition Logistics. Contact Mr. Drinkwater at DSN 327-0163.

(6) The ARNG Acquisition Career Management Branch Chief is LTC Dorothy Taneyhill (327-9451). Branch Program Coordinators are MAJ Tim Lawry (DSN 327-7609) (or, Mr. Rocky Freudenberg (DSN 327-9073). The Branch provides service to the workforce/corps in the following areas:

(a) Provides continuous update to the ARNG portion of the ADRS database.

(b) Provides ARNG Workforce/Corps assistance in career management.

(c) Processes certification, accession, or record correction requests for the ARNG Corps/Workforce.

(d) Responds to inquiries and requests for assistance from the ARNG Corps/Workforce.

(e) Administers the collection of the ARNG Acquisition Position Lists (APLs).

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(f) Conducts the ARNG Acquisition Corps/Workforce accession board.

(g) Reviews & forwards ARNG candidate files for the DAPM board.

(h) Assists the State/Territory ARNG staffs in Acquisition Career Management.

1.603-4 Termination

(S-100) The USPFO shall notify the PARC (NGB-AQ) and request termination of the appointment of a Contracting Officer upon reassigning the Contracting Officer, terminating the appointment or a change in status from technician position to AGR position or Title 5. The request must state the effective date of the termination. In addition, the original certificate of appointment must accompany the request to terminate the appointment when termination is prior to the expiration date of the certificate. Requests for appointment of newly assigned contracting personnel will not be processed until the previous incumbent's certificate of appointment and termination letter is returned to NGB-AQ at the mailing address at NGFARS 1.201(S-100)(c).

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PART 2 - DEFINITION OF WORDS AND TERMS

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2.101 Definitions

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PART 2 - DEFINITIONS OF WORDS AND TERMS

SUBPART 2.1 - DEFINITIONS

2.101 Definitions

(S-100) The following definitions apply to all Army and Air National Guard Contracting Offices:

"Contracting Chain of Command" for the National Guard is:

Head of Contracting Activity (HCA) = Chief, National Guard Bureau

Principal Assistant Responsible for Contracting (PARC) = PARC (NGB-AQ)

United States Property and Fiscal Officer (USP&FO)
The USPFO is the Federal Official through whom all Federal contractual authority flows to the USPFO P&C Office and ANG Base Contracting Office(s).

Supervisory Contract Specialist (Chief, Contracting Office of the USPFO)

Chief, Base Contracting Office (BCO) = ANG Base Contracting Officer

Subordinate Contracting Officers (in the respective contracting offices)

Subordinate Purchasing Agents (in the respective contracting offices)

"A Level Higher than the Contracting Officer" refers to a level within the "Contracting Chain of Command" (as shown above).

"Technical Contracting Chain of Command". The USPFO has responsibility and accountability for the proper function of the Federal Contracting mission within the state. Contracting issues that require resolution at a level above the Supervisory Contract Specialist or the Chief, Base Contracting Office authority level(s) shall be presented to the USPFO for resolution. USPFO may establish more stringent local policy than is specified in the NGFARS. Contracting issues that cannot be resolved at the USPFO level shall be forwarded to NGB-AQ.

"Air Commander". The term "Commander" means the commander (base, wing, group, etc.) directly responsible for the effectiveness of the base contracting activity. This person is not a part of the Contracting Chain of Command.

"Program Executive Officer" (PEO). The PEO is the individual responsible for the overall program management and direction of a specific acquisition to include the implementation of program-unique policies, regulations, and standards of the agency he/she represents.

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PART 3 - IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

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PART 3 - IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

SUBPART 3.1 - SAFEGUARDS

3.101-1 General

(S-100) DoD Directive 5500.7-R, Joint Ethics Regulation (JER)

(a) The Joint Ethics Regulation (JER) applies to all Department of Defense employees. This includes all Active Guard/Reserve (AGR) members, all technicians, and all other Federal civil service employees. It also includes all Army and Air National Guard members while performing official duties or functions under the authority of either title 10 or title 32, United States Code, or while engaged in any activity related to the performance of such duties or functions, including any time a member uses his or her National Guard title or position, or any authority derived therefrom. State civilian employees (even if funded through a cooperative agreement) are not covered by the JER, but may be covered by State Ethics Codes, which may have provisions similar to the JER.

(b) Contracting personnel are required to review JER semi-annually (document in training records).

(c) DoD Directive 5500.7-R prohibits giving preferential treatment to any person or business entity. All companies competing for a National Guard procurement shall be treated consistently and shall be provided, or have access to, the same information and shall have opportunities for discussions as provided for in the Federal Acquisition Regulation and its supplements. Multiple discussions rarely repay the considerable time invested and should be discouraged.

(S-101) Additional Guidance

(a) AGR personnel are also covered by AGR regulations.

(b) Technicians and other civilian personnel are also covered by Title 5, Code of Federal Regulations. Technicians receive additional coverage by Technician Personnel Regulation 700.

(c) Ethics training material can be obtained from http://www.defenselink.mil/dodgc/defense_ethics/

(S-102) NGB-AQ Policy

The following policies outline guidance for contacts with vendors by authorized Government personnel and define prohibited actions by unauthorized persons:

(a) The following personnel are authorized to contact vendors or contractors to request quotations, establish binding agreements and/or make contracts obligating Government funds.

(1) Personnel appointed as Contracting Officers.

(2) Personnel employed in Purchasing and Contracting Offices (P&C) of the USPFO and Air National Guard Base Contracting Offices.

(3) Personnel appointed as Ordering Officers.

(4) Personnel appointed as Government Purchase Cardholders authorized to use the U.S. Government –wide Commercial Credit Card.

(5) Personnel appointed and authorized in writing to make purchases using BPA.

(b) Personnel without the authority in paragraph (a) above, unless otherwise authorized by the Contracting Officer, shall not:

(1) Provide contract information or Government price estimates to contractors.

(2) Tell contractors or bidders about their competitor's bid or proposal.

(3) Authorize, permit or instruct a contractor to change the provisions of a contract.

(4) Modify or alter the scope of effort/work prescribed in an existing contract.

(5) Make statements regarding a contract, bid, project or proposal, which may be construed by the vendor or a contractor as a commitment by the Government.

(6) Sign any document, contractual or otherwise, denoting intent to purchase.

(7) Request or accept from a contractor, a loaned piece of equipment, free sample, extra work or free on-site demonstration.

(8) Non-contracting personnel shall not grant audiences to contractors without the prior approval of

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the Contracting Officer.

(c) Unauthorized individuals engaging in these types of activities are breaching regulations, may be held financially liable and may be subject to disciplinary action. (See DOD 5500.7-R, Joint Ethics Regulation).

(S-103) Vendor demonstrations, loan/tests and evaluations demonstrations

Vendor demonstrations, loan/tests and evaluations demonstrations. The sample Vendor Loan/Test Agreement (in the "Forms and Checklists" section of the NGFARS) shall be used. Contracting Officers shall not allow vendor demonstration, loan/test agreements to replace competitive procedures.

PART 4 - ADMINISTRATIVE MATTERS

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PART 4 - ADMINISTRATIVE MATTERS

SUBPART 4.1 - CONTRACT EXECUTION

4.101 Contracting Officer's signature

(a)(S-100) Contracts containing the Clause, FAR 52.204-1, "Approval of Contract", shall not be signed or dated by the contracting officer until the required approval is obtained (See NGFARS 1.602-2(S-102).

(S-101) The following verbiage shall be used in the text of the clause at FAR 52.204-1, "Approval of Contract":

This contract is subject to the written approval of and shall not be binding until so approved.

Insert in the blank space - NGB-AQ. (Electronic approvals from NGB-AQ in the Standard Procurement System shall be regarded as written approvals.)

SUBPART 5104.5 Electronic Commerce in Administrative matters

In accordance with AFAR 5104.5 all contracting offices will post all solicitations to the Army's Single Face to Industry (ASFI) web site (<http://acquisition.army.mil/>). This is accomplished by posting solicitations to an approved EBS website that has a built in link to AFSI and including the website link to the solicitation in the synopsis. The web site <http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp> has been developed for and funded by ANG/CEC, as a centralized location for National Guard Contracting Offices to meet this requirement in those states that do not maintain their own EBS web site. Posting of the solicitation's synopsis on the web site should be accomplished at the same time synopsis is forwarded the FEDBIZops. This will allow offerors to register at the web site and serves as a bidders mailing list. The web site also provides an email feature which allows you to notify all "planholders", the EBS name for bidders, offerors etc. of changes. Call the webmaster, Jim Dadswell, DSN 273-4952, or 5533 for instructions and password to set up your first requirement on the web site.

SYNOPSIS --- In all cases whether you use EDI or EBS you MUST post your SYNOPSIS and amendments/modifications to SYNOPSIS (not solicitation) at AFSI <http://acquisition.army.mil/>. (using your AKO password) and they will transmit that information to FEDBIZOPPS. You should set up your "solicitation information" and synopsis (cut and past from what you sent to AFSI) on the web page so bidders/offerors can register. However, when placing SYNOPSIS information on the EBS before the solicitation exists (is issued) enter 'TBA' in the Close Date. This will eliminate duplicate postings via the EBS website at AFSI. Once the solicitation is posted to EBS (issued) enter the actual Close Date. Notification of posting and amendments to the solicitation posted will then also be sent to AFSI. If using EDI the link for quoters to get the solicitation is <http://acquisition.army.mil/>. This information should be placed in the description portion of the synopsis. If posting to EBS website (or your own) then the link to the solicitation would be to (your EBS web site) or <http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp>. If you fail to prepare and submit your SYNOPSIS at AFSI, despite the fact the EBS website has the synopsis there will not be a link to FEDBIZOPPS which is required. The ONLY process for submission of SYNOPSIS is via the ASFI.

SUBPART 4.6 - CONTRACT REPORTING

204.670-2 Reportable Contracting Actions

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(c)(S-100) (a) Cooperative Agreements funds transferred to non-federal entities shall not be reported on DD Form 1057 nor DD Form 350.

(b) Federal in-kind assistance under a grant or cooperative agreement acquired using Federal procurement procedures shall be reported on DD Form 1057 or DD Form 350, whichever is appropriate, in addition to being reported through the Defense Assistance Award Action Data System (DAAADS). All cooperative agreements, to include any federal in-kind assistance to said activities, shall be reported through the DAAADS. This does not constitute duplicate reporting. For further guidance, see National Guard Bureau Regulation entitled "Grants and Cooperative Agreements" (NGR5-1/ANGI 63-101).

Defense Procurement Coding Manual (MN02). This manual has not been published since October 1996. However, it is available on the web and contains all of the FSC and DoD Equipment codes needed for the DD 350. The following is the only DoD site:

<http://web1.whs.osd.mil/peidhome/guide/mn02/mn02.htm>

General Information

<http://web1.whs.osd.mil/DIORCAT.HTM>

Sending DD350/DD1057 data to HQDA:

(Mr. Brian.Davidson@SAALT.ARMY.MIL is the SAAL-PA point of contact, DSN 761-9781 or commercial 703-681-9781 and FAX 9304)

The FTP address is [prmis.saalt.army.mil](ftp://prmis.saalt.army.mil).

The TELNET address is [prmis.saalt.army.mil](telnet://prmis.saalt.army.mil) or [telnet-prmis.saalt.army.mil](telnet://prmis.saalt.army.mil).

DD350/DD1057 Web Site <http://prmis.saalt.army.mil>.

SUBPART 4.70 – SUPPLEMENTARY PII NUMBERS

204.7004 (S-100) Supplementary PII numbers.

1. In accordance with DFARS 204.7004(a)(3) Supplementary Procurement Identification Numbers are required for all delivery orders

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issued by a National Guard contracting office or by a DOD activity other than the contracting office, including DOD orders against Federal Supply Schedules.

2. Orders placed by the office issuing the contract use a four position serial number added to the basic Procurement Instrument Identification (PII) number. These shall be identified using serial numbers beginning 0001 through 9999. If the numeric identifiers run out, use alpha characters in the third and fourth positions.

3. National Guard contracting offices placing an order or call against another DOD contracting office's IDIQ contract must assign a call order code using a Supplementary Procurement Identification Number (SPIN). The first and second positions contain the call/order code assigned to the ordering office by Appendix G (listing of these office codes follows). The National Guard has been assigned some new numbers for a few of the states. However, some states will still have to share their number with a neighboring state. Recommend offices sharing SPIN numbers, assign blocks of numbers to each using office. This will alleviate the frustration of having to call each time a delivery order is issued. Each delivery order or call will be assigned a SPIN number for that action, the same SPIN number (for example 2Y01) may be used against different IDIQ contracts.

THE FOLLOWING ARE THE SUPPLEMENTAL PROCUREMENT IDENTIFICATION NUMBERS (SPIN) ASSIGNED BY STATE:

Alabama (9B) - Virgin Island
Arizona (0G)
Arkansas (9D)
California (9N) - Hawaii, Guam
Colorado (Z0) – Utah
Connecticut (1S) - Vermont
Delaware (9A) – District of Columbia
Florida (2W) – Puerto Rico
Georgia (C0)

Idaho (CU) – Nevada
Illinois (9E)
Indiana (4E)
Iowa (9L)
Kansas (4Z)
Kentucky (6P)
Louisiana (0A)
Maine (0B)
Maryland (0C)
Massachusetts (0D)
Michigan (9F)
Minnesota (9K)
Mississippi (CW)
Missouri (9H)
Montana (9P) - Wyoming
Nebraska (9S)
New Hampshire (9U)
New Jersey (ZK)
New York (D2)
North Carolina (D3)
North Dakota (D6)
Ohio (9M)
Oklahoma (9J) – New Mexico
Oregon (1X)
Pennsylvania (DL)
Rhode Island (9W)
South Carolina (DU)
South Dakota (VQ)
Tennessee (YX)
Texas (9C)
Virginia (ZR) – West Virginia
Washington (ZX)
Wisconsin (9G)
Alaska (2Z)
NGB-AQ (2Y)

SUBPART 4.8 – GOVERNMENT CONTRACT FILES

4.801 General

(S-100) NGB-AQ Policy

(a) The appropriate form or checklist shall be used for each type of contract folder being prepared. For A-E and construction contracts, the guidance set forth in

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the most recent A-E or Construction Contract File Handbook shall be followed. The index form or checklist shall be placed on the inside cover of the official contract folder (6 or 8 part folder) as defined in FAR 4.8. Six and eight part contract file folders are available from GSA and from commercial sources. To use the index/checklist, check each individual tab item number that is applicable and being prepared or assembled for the contract. Prepare corresponding file tab item number inserts for each tab number being used. Keep file tab item number inserts in numerical order; lowest number at the bottom of each contract section. Contract documents shall be in chronological order within each file tab item number insert. For maintenance, disposition and close-out of contract files, contracting activities shall follow the guidance/directions set forth in FAR Part 4.8.

(b) Purchase and delivery orders shall be maintained in individual file folders. The files shall be placed in numerical order (by contract/order serial number).

(c) Blanket Purchase Agreements (BPA's) shall be filed in **four part or** six-part folders **as appropriate**. Copies of all documents relating to calls made under these BPA's shall be placed in the folder, including abstracts of quotes, and fair and reasonable price determinations. If the BPA is decentralized, a duplicate folder shall be provided to the using activity. Annual BPA reviews shall be filed in the contracting office's folder.

AVAILABLE FROM JWOD

1. New 8 Part Classification Contract File Folders, nearly identical to the Old ACC21 Folder.
Front cover states "Official Contract File" in black.
Outside Metal end tab replaced by plastic tab for project name & contract number.
Inside tab partitions are left blank with a sheet of labels instead of printed tabs.
Minimum order: multiples of 10 @ \$2.05/ea (\$20.05 per box) plus freight charges or a case of 75 @ \$1.98/ea (\$148.50) plus freight (UPS).
The new Item Number for the 8 Part Classification Contract File Folder is "ANG File Folders #0888C".
2. New 5 Set Index Tabs / Indexing Large Contracts.
 - 35 tab sets per Box \$32.90 a box plus freight charges.
 - 8 Boxes per carton and 1 carton = \$263.20 plus freight (UPS).
 - The new Item Number for the 5 Tab Set is #412.

Payment by GPC/IMPAC VISA card!

NOTE: These are new items so a destination price has not been established. However, you will be billed a total price to include shipping depending on order size and destination. Adjusted destination prices will be available in the future.

TOLL FREE CUSTOMER SERVICE / ORDERING HOTLINE (800) 728-5062.

SOURCE

Clovernook Center for the Blind
7000 Hamilton Avenue
Cincinnati, OH. 45231
Attn: Jay Longworth
V.P. Business Operations

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PART 5 – PUBLICIZING CONTRACT ACTIONS

SUBPART 5.102 –(S-100) AVAILABILITY OF SOLICITATIONS

Except as provided in FAR 5.102 paragraph (a)(4) the contracting officer the contracting officer is encouraged, when practicable and cost-effective, to make accessible through the GPE solicitation

information. To the maximum extent practical this shall be done via electronic means. Interface from the GPE to a local EBS website or <http://www.nationalguardcontracting.org/Ebs/AdvertisedSolicitations.asp> is the preferred method.

See NGFARS 5104.5

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SUBPART 5.303 (S-100) CONGRESSIONAL NOTIFICATION

Check AFARS 5153.9010 for current form and submission address.

5.502 PAID ADVERTISEMENTS - AUTHORITY

(a)(S-100) In accordance with AFARS 5105.502, the authority to approve the publication of paid advertisements in newspapers is hereby re-delegated to the United States Property and Fiscal Officer (USPFO) of each state/territory and the Chief, NGB-AQC, NGB-AQE, NGB-AQF, and NGB-RCS-BMO without power of delegation.

PART 6 - COMPETITION REQUIREMENTS

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PART 6 - COMPETITION REQUIREMENTS

SUBPART 6.3 - OTHER THAN FULL AND OPEN COMPETITION

6.304 Approval of the Justification

(a)(S-100) Justification for other than full and open competition shall be approved as follows:

(A) The USPFO and the Chief, NGB-AQC, NGB-AQE, NGB-AQF, and NGB-RCS-BMO as the Competition Advocate shall review and approve less than full and open competition for all purchases between \$100,000 and \$500,000. If the USPFO is also the Contracting Officer, the NGB Competition Advocate shall be the review and approval authority.

(1) During Procurement Management Assistance visits the NGB team will review Federal Business Opportunities (FedBizOpps or FBO) announcements (for solicitations issued prior to 01 January 2002, Commerce Business Daily (CBD) announcements) to determine compliance with FAR part 5 and full and open competition of acquisitions.

(2) The USPFO as Competition Advocate and as Small and Disadvantaged Business Utilization Specialist will, as part of the annual review of the contracting function within the State, verify that CBD announcements, solicitations, and awards meet full and open competition and small business program requirements.

(B) The NGB Competition Advocate shall review and approve justifications between \$500,000 and \$10,000,000.

(C) A justification that exceeds \$10,000,000 will be forwarded through the NGB Competition Advocate for review and approval in accordance with FAR 6-304(a)(3) and (4).

(D) Use the format for Justification and Approval illustrated in the Army FAR Supplement (5153.9004 & 5).

Expediting Contract Awards

This list is by no means exhaustive. Contracting Officers need to be resourceful, innovative, and customer focused in coming up with their own ideas.

Synopsis Exemptions

FAR 5.202 provides exceptions to issuing synopses of proposed contract actions when this would delay award and injure the Government.

Limiting sources in a source selection

FAR Part 6 allows source selections to be limited for various reasons as detailed in 6.302. Limiting competition may aid in the timeliness of award.

CICA Exception #1--Only One Responsible Source

Follow-on sole source supply efforts or highly specialized services are allowed where competition would not recover any duplication of costs or unacceptable delays in fulfilling requirements may occur.

CICA Exception #2--Unusual and Compelling Urgency

Completion of Justification and Approval (J&A) for contracts awarded under FAR 6.302-2 may be prepared and approved within a reasonable time after contract award when preparation and approval prior to award would result in serious injury to the Government.

CICA Exception #6--National Security

The authority at FAR 6.302-6 may be used if disclosure would compromise the National Security.

CICA Exception #7--Public Interest

The authority at FAR 6.302-7 may be used when none of the other authorities in 6.302 apply.

Use of Sealed Bidding (FAR Part 14)

Sealed Bidding may yield a quicker award than a Part 15, Contracting By Negotiation, source selection when only price is a factor for award.

Acquisition of Commercial Items (FAR Part 12)

Use readily available commercial items to meet requirements.

Simplified Acquisition Procedures (FAR Part 13)

Provides efficiency and speed for low dollar buys.

Use of Letter Contracts / Oral Solicitation / Oral Awards

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Awarding letter contracts and other undefinitized contract actions (UCAs) can expedite the start of work (see DFARS Subpart 217.7400).

FAR 15.203(f) –

Purchases exceeding the simplified acquisition threshold. Oral solicitations may be used “when processing a written solicitation would delay the acquisition of supplies and services to the detriment of the government,” Verbal Awards can also be made.

Individual Deviations (AFARS 5101.403)

Allows PARCs to approve one time deviations to FAR/DFARS/AFARS

Award of IDIQ Orders/Tasks

Procedures exist for expediting the award of tasks under emergency conditions (see FAR 6.505(b)(2)(i)).

8(a) Set Aside Awards (see FAR Subpart 19.8)

Working with the SBA, COs can award these sole source contracts under this program’s rules on an extremely expeditious schedule.

Modifying Existing Contracts

Oral Change Orders / Verbal Authorization

Contracting officers may provide verbal direction to contractors under the Changes clause and other clauses if needed to expedite the fulfillment of Government requirements.

Undefinitized Contractual Actions

Contracting officers may direct contractor effort without firm proposals and/or fixed costs/prices if needed.

Add Options for Additional Delivery

Contracting officers may add CLINs for additional quantities to production contracts using price-based acquisition techniques. Unpriced or NTE options are also an option, if appropriate.

Add Options for Accelerated Delivery

Contracting officers may add CLINs for accelerated delivery of items currently in production.

Remember FAR Part 1.102-4(e)

The FAR outlines procurement policies and procedures that are used by members of the contracting community. If a policy or procedure, or a

particular strategy or practice is in the best interest of the Government and is not specifically addressed in the FAR, nor prohibited by law (statute or case law), Executive order or other regulation, contracting officers should not assume it is prohibited. Rather, absence of direction should be interpreted as permitting innovation and use of sound business judgment that is otherwise consistent with law and within the limits of their authority. Contracting officers should take the lead in encouraging business process innovations and ensuring that business decisions are sound.

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PART 6 - COMPETITION REQUIREMENTS

SUBPART 6.5 - COMPETITION ADVOCATES

6.501-1 Requirement

(S-100) The USPFO and the Chief(s), NGB-AQC, NGB-AQE, **NGB-AQF**, and NGB-RCS-BMO are designated Competition Advocates for their respective functional areas without power of re-delegation.

6.502 Duties and Responsibilities

(b)(l)(S-100) Duties and Responsibilities of the USPFO and the Supervisory Contracting Officer

Report on Competition (FAR 6.502(b) and AFARS 5106.502(b)), and justification review documents (AFARS 5106.303-2-90 and NGFARS 6.304) seeking approval for other than full and open competition will be forwarded to NGB-AQP, ATTN: Special Competition Advocate. The NGB annual report on competition is due for submission to Army mid December each year. Early submission (October of current year) of your fiscal year report for consolidation by NGB Special Competition Advocate is requested (See AFARS 5106.502(b)(2)(ii)).

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PART 7 - ACQUISITION PLANNING

SUBPART 7.1 - ACQUISITION PLANS

7.102 Policy.

(S-100) The Contracting Officer shall prepare an acquisition plan (AP) for contracts over \$100,000. Supply, minor services, may utilize NGB Form 10-1, Architect-Engineer Design, and Construction should use the format provide in the latest edition of the Construction or A&E Handbooks for the particular type (IFB, RFP, etc.) being procured, or the Contracting Officer may use a computer form modified to fit the individual contract action. The formal acquisition plan, NGB Form 10-1 or modified form shall be included in the contract file. Formal acquisition plans shall be used whenever it is critical to secure approval and coordination among the customer, NGB and contracting. Large professional service requirements, controversial issues, Congressional or Presidential interest issues are examples of actions which probably require a formal acquisition plan.

7.103 Agency-Head Responsibilities

(S-100) Contracting Officers shall be the final approving authority for all non-PEO acquisitions which do not exceed the threshold in AFARS 5107.103(h)(iii). For the purpose of determining levels of approval, the estimated dollar threshold shall be calculated by adding the total estimated cost for the base year and all option years for the specific requirement.

(a) Acquisition Plans will be subject to review and inspection during Procurement Management Assistance Visits (PMA) as well as other internal/external inspections.

(c) All proposed contracting requirements not addressed in formal Acquisition Plans under FAR 7.1/DFARS 207.1/AFARS 5107.1 shall be planned in accordance with the provisions of this section.

7.104-90 Acquisition Planning System

(a)(S-100) NGB-AQ Advanced Acquisition Planning System. The following applies to each state, the

District of Columbia, Guam, Puerto Rico and the Virgin Islands:

(1) Each requiring activity shall plan and establish an Advance Acquisition Plan (AAP) designed to reduce heavy year-end contracting (work load) and to allow for sufficient procurement lead-time in order to serve in the Government's best interest. A copy of the plan shall be forwarded to the USPFO for review and approval.

7.105 Contents of Written Acquisition Plans

(S100) The AAP shall include construction projects and all recurring and non-recurring requirements except acquisitions using simplified acquisition procedures covered by FAR/DFARS/AFARS Part 13. Development of an effective AAP requires the coordinated efforts of all personnel involved in determining requirements and developing technical packages, as well as those involved in funding and legal support.

(c) The Supervisory Contract Specialist, or in the case of NGB, the Chief, NGB-AQC, NGB-AQE, NGB-AQF, and NGB-RCS-BMO will establish a reminder/follow-up system designed to encourage supported activities to submit their requirements early. Deviation from AAP time frames on the part of requiring activities should only occur when such action is essential for mission accomplishment and then only with the approval of the USPFO, or in the case of NGB, the PARC.

(d) An Acquisition Planning Board (APB) may be established by the USPFO composed of knowledgeable representatives from major requisitioning activities; i.e., contracting, comptroller, staff judge advocate and other interested staff functions. The APB should be chaired by either the USPFO or the Supervisory Contract Specialist.

(e) In the case of the NGB, the Directors of the Army and Air National Guard, or their designees, shall establish and chair an APB for their respective Directorates. The AAP for each Directorate (Army and Air) will be provided to a Joint APB appointed by the Vice Chief, NGB, for review and guidance concerning project priority. The APBs (Army/Air) will be updated after each Joint APB meeting.

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(f) Procurement Administrative Lead Time (PALT) begins when a complete and valid procurement request is received in the contracting office and ends when the acquisition is awarded and complete distribution of the contract document has been made. PALT standards, in calendar days, for processing actions are as follows:

<u>Requirement</u>	<u>\$0</u>	<u>\$2,500-</u>	<u>\$25,000-</u>	<u>\$100,000 & over</u>
	<u>\$2,500</u>	<u>\$25,000</u>	<u>\$100,000</u>	
Commercial	N/A	7-21	10-30	10-30
EDI	N/A	15	15	xx
Supplies	N/A	30	60	120
Services	N/A	45	90	180
Construction	15	60	120	180
A-E	15	60	120	180

(g) The PALT standards shown above apply to all National Guard acquisitions unless the USPFO or the Chief, NGB-AQC establish a local regulation, SOP, or other appropriate document in order to promulgate different PALT standards.

(h) Cutoff submission dates shall be established for the fiscal year for submitting procurement requests to the contracting office for contract action. Cutoff submission dates shall be based upon established PALT and anticipated work load.

(i) Policy - Offices within the National Guard Bureau shall follow the following procedures:

The Army and Air National Guard Directors, or their designees, shall be responsible for the development of their respective portions of the AAP. The plan shall be submitted to the PARC (NGB-AQ) for review.

7.107 Additional requirements for acquisitions involving bundling.

Pending revision of AFARS the SAAL-PP memorandum dated 19 OCT 2000, SUBJECT: Contract Bundling now requires

..."a written memorandum that assesses benefit from bundling and the potential impact of consolidation on the contracting opportunities of the small and small disadvantaged business community for every acquisition strategy that contains a consolidation of requirements – regardless of whether such

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consolidation will result in bundling as defined in the FAR. Further, the written memorandum shall assess whether or not such consolidated requirements can be placed under one of the preference programs in part 19 of the FAR."

See NGFAR 19.201

SUBPART 8.8 – ACQUISITION OF PRINTING AND RELATED SUPPLIES

NATIONAL GUARD FAR SUPPLEMENT

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**SUBPART 8.802(A)(S-100)(5) POLICY FOR NGB
AND ARMY NATIONAL GUARD PRINTING
REQUIREMENTS IN THE STATES**

**SUBPART 8.802(A)(S-100)(6) POLICY FOR THE
AIR NATIONAL GUARD PRINTING
REQUIREMENTS IN THE STATES**

**SUBPART 8.12 -- PURCHASE OF COIN
MEDALLIONS**

**SUBPART 8.13 – FOOD SERVICE AND THE
RANDOLPH-SHEPPARD ACT**

SUBPART 208.70 COORDINATED ACQUISITION

**SUBPART 208.7005 – MILITARY
INTERDEPARTMENTAL PURCHASE REQUEST
(MIPR), DD FORM 448**

SUBPART 8.8 – ACQUISITION OF PRINTING AND RELATED SUPPLIES

COORDINATED GUIDANCE: The contract printing policy shown below was coordinated among NGB-SD, NGB-SDP, ANG/C4Y and NGB-AQ in October 2000.

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NOTE: See NGFARS subpart 13 for guidance on use of Government Purchase Card (GPC) formerly I.M.P.A.C. cards. Local contract printing under micro purchase threshold will normally be purchased with GPC. The regulatory information shown below is to inform and train credit card holders who may be required to make occasional local printing purchases.

8.802(a)(S-100)(5) Policy for NGB and Army National Guard printing requirements in the States:

Contract field printing for National Guard Bureau (Joint Staff, Army Directorate and Air Directorate [(see 8.802(a)(S-100)(6))]) and Army National Guard state requirements must comply with Army Regulation 25-30, Chapter 11, Printing, Duplicating and Self-service Copying Management, paragraph 11-30, Contract field printing and duplicating, subparagraph "c". Waivers are not required for requirements under \$1,000 per line item which meet the requirements of AR 25-30, paragraph 11-30, subparagraph c(2). There is a reporting requirement for all contract printing. NGB operates a field printing office and all questions on using this service should go to NGB-SDP, Chief, Printing and Distribution Center, Augusta, Maine, Ms. Cathy N. Freeman DSN 476-4359. NGB directorates forward request, to use the NGB-SDP services, through NGB-SD (the proponent for printing policy at NGB). For the purposes of the term "Installation Commander" referred to in AR 25-30 approval of NGB local contract printing costing less than \$1,000 (non GPO, non DAPS, and non NGB-SDP) requires review and authorization by NGB-SD. AR 25-30 may be viewed at: <http://www.usapa.army.mil/>.

Extract from AR 25-30 dated 21 June 1999, subparagraph 11-30c.(2)

"(2) Army field printing and duplicating costing \$1,000 or less per line may be procured directly from commercial sources without reference to the GPO providing it meets the following criteria:

- (a) Is essential to the conduct of official business and is approved by the installation commander only.
- (b) Is not of a continuing or repetitive nature.
- (c) Does not lend itself to the establishment of an open-end, indefinite quantity-type contract.
- (d) Cannot be ordered against existing contract established by the GPO."

8.802(a)(S-100)(6) Policy for the Air National Guard printing requirements in the States:

(i) Printing support to the Air Directorate may be provided by the 89th Wing at Andrews AFB. Contract printing support not provided by 89th Wing follows AR 25-30 as discussed above. NG Regulation (AF) 4-1 dated 15 April 1993, Reprographics – POLICIES, PROCEDURES, AND STANDARDS FOR PRINTING AND COPYING SERVICES is obsolete and will be superseded by a new document probably in the 33 series.

(ii) ANG/C4Y (Ms. Carolyn Barnes, DSN 327-5307) has provided ANG field organizations interim guidance as follows.

(A) The Air Force supplement to DoDD 5330.3 dated June 25, 1997 in paragraph 3 excludes the (Air) National Guard from mandatory use of the Document Automation & Production Service (DAPS) [formerly known as Defense Automated Printing Service].

(B) The Air National Guard may utilize the Government Printing Office (GPO) or DAPS, whichever **is the best value**.

(C) A waiver for contract printing is not needed for a requirement under \$1,000, and which is non-recurring and is not a publication. When there is time, obtain cost estimate from GPO or DAPS to determine if they are more economical. The intent of this exemption is to meet requirements when there is no time to go through GPO or DAPS.

(D) Non recurring means the event does not occur more than once during a fiscal year.

(E) Printing includes the processes of composition, plate making, presswork, duplicating, silk screen processes, binding, microfilm, and the end items of such processes.

(F) No appropriated funds may be expended for commercial procurement of any printing related to the production of government publications (or printed forms).

8.12 Purchase of Coin Medallions

COORDINATED GUIDANCE: The policy shown below was coordinated among NGB-ARZ-D, NGB-ARC, NGB/FMF, NGB-SD and NGB-AQ in October 2000.

1. Purchase of coin medallions for the Chief and Vice Chief, National Guard Bureau, and Director

of the Joint Staff is authorized by NGB Memorandum 672-1/1900-2 Decorations, Awards, and Honors, NATIONAL GUARD BUREAU AWARDS PROGRAM, dated 21 September 2000.

2. Expenditures for official courtesies for foreign citizens, senior Government officials, National or regional dignitaries under the authority of AR 37-47 Representation Funds of the Secretary of the

Army, and AFI 65-603 Official Representation Funds - Guidance and Procedures, are subject to strict control and accounting. This authority and funding may not be used for award to DoD personnel.

3. Visit the following web-sites to view regulations referenced here:

Air Force: <http://afpubs.hq.af.mil>

Army: <http://www.usapa.army.mil>

National Guard: <http://www.ngbpdcc.ngb.army.mil>

4. Guidance from SAF/FMB which mirrors Army Policy.

The Comptroller General has consistently held that medals, trophies, medallions, badges, plaques, mementos and similar items are tantamount to personal gifts, and that appropriated funds are therefor unavailable to procure these items unless specifically permitted by the legislative terms of the appropriation or other statutory authority. Congress has provided such authority to DoD. The SecDef may award "medals, trophies, badges, and similar devices, " including coin medallions, to "members, units, or agencies of an armed force under his jurisdiction for excellence in accomplishments or competitions related to that armed force." This authority has been further delegated to the Service Secretaries. According to DoD Directive, the accomplishments that may be recognized generally must be achieved within the context of official established and announced competitions of a continuing nature. Awards may be made on a one-time basis only if the airman/soldier's accomplishment is unique, clearly contributes to increased effectiveness or efficiency, and is not covered in the competitions or contest officially established in the military department's regulations. Thus, coin medallions may not be distributed routinely to airmen/soldiers who serve as drivers or escorts or otherwise personally assist senior Air Force/Army officials during visits to the field. Instead, these items should be presented only to soldiers, units, or organizations that win officially announced contest or events or qualify for an award on a one-time basis.

5. Purchase of coin medallions must use O&M (appropriated funds) for the ANG follow AFI 65-601 Vol. 1 (21 October 1994), paragraph 4.29 through 4.30.2 (awards guidance).

6. Purchase of coin medallions with O&M (appropriated funds) for the ARNG is authorized in AR 600-8-22 Military Awards (25 February 1995), Chapter 11, paragraph 11-4. Use of appropriated funds:

"Appropriated funds will be used to purchase the item to be awarded. MACOM commanders, State adjutants general, and principal HQDA officials may authorize their subordinate commanders to use appropriate funds as required."

Chapter 11 places limits on when and to whom the awards may be made. It is intended for presentations to military members and units for excellence in accomplishment or competitions that clearly contribute to the increased effectiveness or efficiency of the military unit. This is the responsibility of the award official.

7. The contracting officer may rely upon the authority of **any customer for whom plaques or other display items (for presentation as an award for Mission Accomplishment) are purchased to have the same authority for coins/medallions.** Local commander's policy may be more restrictive. In order to ensure compliance with the text and references cited in this section, prior local Judge Advocate review is required.

8. CAUTION. To protect the office, for which coin medallions are purchased, do not purchase coin medallions inscribed with individuals' name. Coin medallions are not intended as calling cards. Individual coin medallions can be inscribed for specific award. Recommend customer review of regulations in paragraphs 2, 5, or 6 above before purchase of inscribed coin medallions in bulk quantity.

9. Safe keeping of coin medallions and award of coin medallions are the responsibility of the award official.

SUBPART 8.13 – Food Service and the Randolph-Sheppard Act

Guidance on Randolph-Sheppard (R-S) Act is in Department of Army Acquisition memorandum, Military Dining Facility Solicitations and Contracts (20 NOV 2001) or its replacement. This memorandum is the written guidance and was distributed in email dated 11/21/01.

Guidance on the applicability of the R-S Act may also be found in Army Regulation (AR) 210-25, Vending Facility Program for the Blind on Federal Property. This document is available on line at http://www.army.mil/usapa/epubs/210_Series_Collection_1.html .

<http://www.blindmerchants.org> for text of act.

https://www.us.army.mil/portal/portal_home.jhtml for next Army R-S policy document.

Recent GAO decisions on Randolph-Sheppard Act are recommended reading.

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Centro Management, Inc. File: B-286935; B-286935.2
Date: February 26, 2001

GAO , B-288501, 8/14/01, Maryland Department of Education. Disputes involving Randolph-Sheppard solicitations must be heard by Secretary of Education, not GAO.

Intermark, Inc. File: B290925, Date 10/23/02, Small Business Set-Aside should not be dissolved to accommodate requirement for R-S set-aside.

http://www.access.gpo.gov/su_docs/aces/aces170.shtml for GAO decisions.

SUBPART 208.70 COORDINATED ACQUISITION

208.7005 – Military Interdepartmental Purchase Request (MIPR), DD Form 448

- (a) All MIPRs authorizing local purchase for Hq. NGB requirements shall be processed through NGB-AQC.
- (b) All local purchase actions utilizing MIPRs shall be submitted to the USPFO for coordination and approval prior to transmittal. DFARS 208.7005 and 253.208 provide instructions for preparing MIPRs.

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(S-100) Liquidated damages shall be used in accordance with FAR 11.5 and DFARS 211.503. Construction contracts that use liquidated damages shall be supported by liquidated damages computations. For guidance, see the Construction Contract File Handbook.

SUBPART 11.6 – PRIORITIES AND ALLOCATIONS

General guidance is found in FAR 11.6. DoD is governed by DoDD 4400.1 Defense Production Act

PART 11 – DESCRIBING AGENCY NEEDS

Programs, specifically DoD 4400.1-M Department of Defense Priorities and Allocations Manual.

Air Force DPAS program guidance is contained in Air Force Instruction 63-602.

Point of contact at NGB-AQ is Ms. Carol Otani, DSN 327-1209.

Links to DPAS web sites:

U.S.A.F. <http://www.ml.afrl.af.mil/dpas/default.html>

DoC electronic copy of manual:

<http://www.bxa.doc.gov/OSIES/DPAS/Default.htm>

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PART 12 - ACQUISITION OF COMMERCIAL ITEMS

SUBPART 12.6 - STREAMLINED PROCEDURES FOR EVALUATION AND SOLICITATION FOR COMMERCIAL ITEMS

12.603 Streamlined solicitation for commercial items

(S-100) When using the streamlined solicitation for commercial items, a standard solicitation/contract file, with all appropriate documentation, shall be prepared and forwarded with the draft of the combined synopsis/solicitation to the supervisory contracting

officer for approval prior to issuance. Competitive commercial item buys above \$100,000 and below \$5,000,000 are subject to the same solicitation and award review as an IFB. Sole source requirements are subject to the same review requirements as an RFP.

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PART 13 - SMALL PURCHASES AND OTHER SIMPLIFIED PURCHASE PROCEDURES

SUBPART 13.0 – SCOPE OF PART

13.000 Scope of Part

(a) (S-100) The term 'Simplified Acquisition' applies to those acquisitions described in FAR 13.000.

SUBPART 13.3 – SIMPLIFIED ACQUISITION METHODS

SUBPART 13.301 - Governmentwide Commercial Purchase Card

(a)(S-100) The Governmentwide Commercial Purchase Card (GPC)), formerly called the VISA International Merchant Purchase Authorization Card (I.M.P.A.C.), is a credit card, similar in nature to a commercial credit card, issued to designated authorized agency personnel to acquire and pay for supplies and services at or below the micro-purchase threshold.

(b) National Guard Bureau Procedures

(S-100) The following NGB-AQ policy is in addition to and supplements the guidance found at Army FAR (AFARS) 5113.270 for using the Government Purchase Card. In addition, additional information may be found in the NGB-AQ Model Standard Operating Procedure (SOP) for the Government Purchase Card. The NGB-AQ Model SOP can be found at Guard Knowledge Online. Guard Knowledge Online can be accessed at <https://gko.ngb.army.mil>. Requests for exceptions to NGB-AQ policy or Army FAR policy pertaining to the Government Purchase Card (GPC) shall be forwarded through the local contracting office to NGB-AQP for review and consideration. "GPC", as used throughout this subpart, has the same meaning as I.M.P.A.C.

(1) The Chief of the Contracting Office, the Supervisory Contract Specialist, United States Property & Fiscal Office Purchasing & Contracting Office (USPFO P&C); the Air National Guard (ANG) Base Contracting Officer (ANG BCO), ANG Unit; and

the Chief, Acquisition and Contracting Division, NGB-AQC, by the contracting authority delegated to them by the PARC, NGB-AQ, at their respective locations, are the designated individuals responsible for implementing, administering and overseeing a GPC Purchase Card program at their respective installation/unit activity. As such, the Chief of the Contracting Office can either appoint a subordinate in their contracting office as the GPC Organizational Program Coordinator (GPC OPC) for the installation/unit or, he/she may retain the responsibility and manage the GPC program as the GPC Organizational Program Manager (GPC OPM). In either case, the Chief of the Contracting Office has the overall responsibility for implementing and administering the GPC Purchase Card Program at the installation/unit.

(i) The United States Property and Fiscal Officer (USP&FO) has ultimate responsibility and management for the GPC Purchase Card program and for ensuring the Supervisory Contract Specialist and the respective ANG Base Contracting Officer(s), under their cognizance within their state, have implemented a GPC credit card program, developed and written a standardized operating procedure and are administering the GPC credit card program in accordance with established FAR, DFARS, AFARS and NGFARS acquisition procedures, as well as applicable regulations, Public Laws and statutes.

(2) The Chief of the Contracting Office shall develop local written operating procedures prescribing how the GPC purchase card will be used, controlled and managed at the installation/unit activity. The GPC purchase card operating procedures shall be written in accordance with established FAR, DFARS, AFARS and NGFARS acquisition procedures as well as applicable regulations, Public Laws and statutes.

(i) The Chief of the Contracting Office shall obtain local functional office written input and coordination from the various offices (Comptroller/Finance and Accounting, Logistics/Supply, Information Systems/Computer Resources, Maintenance, etc.), on how each functional office will coordinate with the installation/unit contracting office in using, controlling and administering the GPC purchase card relative to that functional office. Functional office input shall be in the form of a written Annex to the local written operating GPC purchase

card procedures. However, the Chief of the Contracting Office shall ensure any written Annex is not so restrictive as to impair or prohibit use of the GPC purchase card in accordance with FAR Subparts 13.003 (e), 13.201(b) and 13.301. If the Chief of the Contracting Office is unable to secure written input and coordination from any functional office relative to that functional office's expertise for operating procedures in working with, dealing and handling the GPC purchase card, the Chief of the Contracting Office shall elevate the matter up to the USP&FO and/or the Air Wing Commander for resolution.

(3) The GPC purchase card shall only be issued to duly designated and appointed Federal personnel, to include contracting personnel in the contracting office at the installation/unit, that have been identified to be appointed either as a GPC Purchase Card Card-holder (C/H) or as a GPC Purchase Card Approving/Billing Official (A/BO). In addition, the GPC purchase card shall only be issued to the designated and appointed GPC C/H or A/BO upon satisfactory completion of GPC purchase card training in accordance with AFARS 5113.270(c)(i), (ii) and (iii). Appointment as either a GPC C/H or as an A/BO shall be in writing and shall be in the form of a written letter of delegation of GPC Purchase Card Purchasing Authority or, GPC Purchase Card Purchasing Approval Authority signed by the Chief of the Contracting Office or a warranted Contracting Officer with the concurrence of the Chief of the Contracting Office.

(i) The written delegation of purchasing authority for a C/H, as a minimum, shall state the established C/H's Single Purchase Limit (SPL) as well as the C/H's 30 Day Spending Limit. The C/H's SPL shall not exceed the micro-purchase dollar threshold level unless the C/H, as determined by the Chief of the Contracting, is the designated authorized individual that will pay DD Form 1556 training, in accordance with USD Memorandum #6, "Streamlined Payment Practices", or is the designated authorized individual that will pay billeting for IDT and/or UTAs against established BPAs.

(ii) The written delegation of purchasing approval authority for an A/BO, as a minimum, shall state the A/BO's maximum A/BO monthly dollar limit for all assigned C/Hs under his/her purview.

(A) An A/BO, in almost all

circumstances, shall be in the chain of command for the duly designated and appointed GPC purchase card cardholder under his/her purview. The A/BO shall not be an individual that is subordinate to the GPC Purchase Card cardholder.

(iii) The written delegations of authority for the C/H or A/BO, as the case may be, shall state the individual is responsible and will be held accountable for their actions either as an authorized GPC Purchase Card C/H or A/BO for making purchases or approving credit card purchases on behalf of the government and that they will be held liable for violations, to include pecuniary liability if they have intentionally abused or violated their delegated GPC purchasing or approving authority.

(iv) The Chief of the Contracting Office may be a GPC purchase card cardholder as well as an Approving/Billing Official. However, in no case shall the Chief of the Contracting Office approve his/her own credit card purchases. GPC purchase card credit card purchases accomplished by the Supervisory Contract Specialist shall be approved by the United States Property & Fiscal Officer. For GPC purchases accomplished by the ANG Base Contracting Officer, the Approving/Billing Official shall be the Logistics Management Officer (LGD) or, as the case may be, the ANG BCO's immediate Supervisor.

(A) The Chief of the Contracting Office shall approve credit card purchases for GPC purchase card cardholders within their own contracting office and/or under their supervision.

(4) GPC purchase card training shall adequately cover, emphasize and explain: how GPC purchase card purchasing procedures are accomplished, recorded (logged) and maintained; what regulatory, as well as local limitations, restrictions and prohibitions apply; define, explain and train about Anti-Deficiency Act prohibitions; and, include a lesson on Standards of Conduct and Ethics. At a minimum, GPC purchase card training shall be at least five (5) hours and shall be documented by the Chief of the Contracting Office.

(i) When deemed necessary by the Chief of the Contracting Office, a C/H or A/BO shall accomplish refresher or remedial GPC purchase card training; particularly if a C/H or A/BO has been previously warned for abusing or violating their delegated GPC authority.

(5) The GPC purchase card is the preferred, and in almost all cases, the required simplified acquisition purchase procedure for any commercial item requirement within the micro-purchase dollar threshold level. Any exception to using the GPC purchase card as the preferred simplified acquisition purchase procedure for a micro-purchase requirement at or below the micro-purchase dollar threshold level shall be on a case-by-case basis, as approved by a written justification signed by the Senior Local Commander. The customer requesting the exception is responsible for preparing the written justification and coordinating it with the Chief of the Contracting Office. The Chief of the Contracting Office shall review the written justification, coordinate on it, and either recommend approval or disapproval. If recommending approving, the Chief of the Contracting office shall coordinate with the customer and forward the written justification package to the Senior Local Commander of the unit/installation for approval or disapproval.

(i) The Senior Local Commander for ARNG GPC written justification exception approval is the USP&FO.

(ii) The Senior Local Commander for ANG GPC written justification exception approval is the Air/Wing Commander.

(iii) ARNG and ANG GPC purchase card written justification exception approval level [policy] shall remain in effect until such time as the Under Secretary of Defense, Acquisition, Technology & Logistics (USD, AT&L) or the Department of Army (DA) authorizes delegation of GPC exception approval down to the Chief of the Contracting Office.

(6) The A/BO is responsible, for reviewing and approving all GPC credit card purchases accomplished by the respective GPC purchase card cardholders under their purview; not the Supervisory Contract Specialist, the ANG Base Contracting Officer or the Government Purchase Card Organizational Program Coordinator (GPC OPC). This responsibility includes reviewing and detecting for Split Purchases and unauthorized credit card purchases.

(i) The A/BO shall review all proposed GPC purchase card credit card purchases beforehand to ensure all proposed credit card purchases are for official government business [use], will be used to fulfill mission requirements of the

organization and that the purchases do not exceed the C/H's SPL or micro-purchase dollar threshold level, whichever is less as the case may be. The A/BO shall also review all proposed credit card purchase requirements to ensure split purchases or unauthorized purchases, whether unintentional or not, are not being accomplished when the A/BO's GPC purchase card cardholders use their respective GPC purchase cards.

(A) To determine if a credit card requirement (purchase) was split, the A/BO must first determine what the total known requirement was at the time the credit card purchase was made. The known needs of an office or organization by the cardholder at the time of the purchase constitutes the requirement. If a cardholder typically purchases the item(s) when they become aware of the need, then the requirement is considered that instant quantity. This is a legitimate buy. If, however, the cardholder waits until the end of the day to purchase the item(s), the requirement becomes the total known needs received up to the point at making the credit card purchase, regardless of what is being purchased and by whom. Splitting the needs (requirements) into individual lesser purchases in order to circumvent a cardholder's SPL or the established micro-purchase dollar threshold level is improper and violates FAR Subpart 13.003(c), as well as 41 U.S.C. 428 (Public Law 103-355, Title IV, Section 4301(a)).

(1) Example 1: A cardholder receives a requirement to purchase a widget in the morning and buys it. That afternoon, on the same day, without his knowledge, the C/H receives another but separate requirement to purchase the same item [widget] and he/she goes out and buys that same item, the two separate purchases for the same item [widget] are considered legitimate purchases and do not fit the definition of a split purchase.

(2) Example 2: If a cardholder receives a requirement to purchase a in the morning and waits and then that afternoon receives another requirement to purchase the same but sees that the two proposed purchases go above his GPC Purchase Card SPL or the micro-purchase dollar threshold limit and he/she buys them anyway the following day, one purchase in the morning and the other purchase in the afternoon, then this is clearly a split purchase/order. All known total requirements/items must be consolidated and accomplished as one buy at the time the GPC Purchase Card cardholder is making the purchase;

the total instant requirement.

(ii) If the total known requirement exceeds the cardholder's established SPL, the cardholder shall not purchase the items with their GPC purchase card but instead, shall forward the requirement to the USP&FO P&C Office or ANG Base Contracting Office, as the case may be, to accomplish the purchase in accordance with established simplified acquisition procedures.

(7) Unauthorized purchase. An unauthorized credit card purchase occurs when a cardholder fails to obtain the proper authorization prior to making the purchase; that is, the cardholder makes a purchase that he/she did not have the authority to make. Examples of unauthorized credit card purchases are:

(i) Purchases made with either insufficient funds or no funds to pay for the purchase requirement prior to making the credit card purchase. That is, committing and obligating the government via the GPC purchase without having sufficient funds or any funding at all (no money) beforehand to pay for the purchase requirement prior to making the purchase,

(ii) Purchases made for items not covered under the proper or correct accounting fund cite authorized and assigned to the cardholder,

(iii) Purchases of items specifically prohibited by statute (law), regulation, the organization or, which are part of a system or larger purchase exceeding \$100,000 in value,

(iv) Purchases that have been split to stay under the micro-purchase dollar threshold limit of \$2,500.00,

(v) Purchases that either exceed a GPC cardholder's established SPL or the micro-purchase dollar threshold level, which ever is less, for the credit card transaction. The limit includes a cardholder's established Monthly Spending Limit or the Approving/Billing Official's established Monthly Spending Limit,

(vi) Purchases not made for official government business, use or purpose or, purchases made for personal use.

(8) The A/BO is responsible for reviewing his cardholders' statements each month to ensure all credit card transactions were authorized, proper and

required and certifying as such so that payment can be made. When the A/BO reviews a C/H's billing statement under his/her cognizance and certifies payment can be made, he/she is asserting that all purchases are correct, were authorized and required to fulfill mission requirements, did not exceed a C/H's SPL, the micro-purchase dollar threshold level or the C/H's monthly spending limit as authorized by the Resource Manager, and were not split to circumvent the micro-purchases dollar threshold level.

(i) On the back side of the A/BO's monthly invoice, the A/BO must sign the invoice to authorize payment. When the A/BO signs this invoice, they are making a certification that states, "I understand that I will be responsible for repaying my organization for any purchases that do not meet the above requirements as determined by later audit and/or reconciliation. I also understand that the Disbursing Officer will charge for late interest payments." Thus, the A/BO is [held] responsible for reviewing each cardholder's monthly billing statement under his/her cognizance.

(9) The Chief of the Contracting Office has the authority to either suspend or terminate a GPC purchase card cardholder's purchasing authority and privileges for abusing or violating their delegated purchasing authority. This authority to suspend or terminate extends to suspending or terminating an Approving/ Billing Official Purchasing Approval Authority as well. The suspension or termination shall:

(i) Be accomplished in writing,

(ii) Denote the rationale why the C/H's GPC Purchase Card Purchasing Authority and privileges are being suspended or terminated or, as the case may be, why the A/BO's GPC Purchase Card Purchasing Approval Authority and privileges are being suspended or terminated, and

(iii) The suspension or termination issued to the GPC Purchase Card cardholder or Approving/Billing Official abuser/violator.

(A) A copy of the suspension or termination shall be provided to the cardholder's Approving/ Billing Official, the cardholder's Supervisor (if not the Approving/Billing Official), and the USP&FO and/or Air/Wing Commander. If the suspension or termination is for an Approving/ Billing Official, a copy shall be provided to the

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Approving/Billing Official, the Approving/Billing Official's Supervisor and the USP&FO and/or Air/Wing Commander. In addition, the affected Approving/Billing Official's cardholder(s) shall be informed the Approving/Billing Official's GPC Purchase Card Purchasing Approval Authority for authorizing and approving government credit card purchases has been suspended or terminated and that they (cardholders) are not authorized to make government purchase card credit card purchases until such time as the suspended or terminated Approving/ Billing Official's GPC Purchase Card Purchasing Approval Authority has been reinstated or, the cardholder(s) have been reassigned to a new Approving/ Billing Official by the Chief of the Contracting Office.

(10) The GPC card may be used by the installation/unit activity as a "Method of Payment" on contract actions exceeding the micro-purchase dollar threshold level. When used as a method of payment on contracting actions exceeding the micro-purchase dollar threshold level, the Chief of the Contracting Office shall ensure the appropriate requirements in accordance with AFARS 5113.202(c), (d) or (e), as the case may be, are met and that the appropriate FAR clause, 52.232-36, "Payment By Third Party", is included in the contracting method that was used to accomplish the contracting action. In addition, the Chief of the Contracting Office shall coordinate with the Comptroller/Finance and Accounting Office for making payment.

(i) If the Chief of the Contracting Office determines the GPC Card will be used on a recurring basis as a method of payment on contractual actions above the micro-purchase dollar threshold level, he shall confer with the Comptroller/Finance and Accounting Office and consider establishing and issuing a GPC payment card for "Payment Purposes Only" for use in, and by, the Comptroller/ Finance and Accounting Office. (Note: Air Force does not use card for payment and ANG Comptroller has no procedural policy on use of credit card for payment).

(ii) The Chief of the Contracting Office, in coordination with the Comptroller/Finance and Accounting Officer/Office, shall develop local written procedures on how the GPC Payment Card will be established, used and controlled for making payment for "Payment Purposes Only" on contractual actions above the micro-purchase dollar threshold level. The GPC "Payment Card" shall be established and reside in the Comptroller/ Finance and Accounting Office.

(11) The respective ARNG DOIM, DPI and and ANG C4 Offices are responsible for ensuring proper funds are available and being utilized when the GPC purchase card is used to acquire Information Technology (IT) hardware and/or software. The DOIM, DPI and C4 Office shall also ensure that only duly authorized and appointed individuals with specific IT accounts purchase IT hardware and/or software. However, a duly authorized and appointed GPC purchase card cardholder may be permitted to purchase IT hardware and/or software if:

(i) Prior written permission has been obtained by the cardholder from the DOIM, DPI or C4 Office and,

(ii) Approval has been granted by the DOIM, DPI or C4 Office via a designated communications request authorization form or,

(iii) Local written operating procedures have been established and are included as a written Annex to the local written GPC standardized operating procedures denoting what IT hard-ware and/or software items may be purchased by non-IT appointed GPC purchase card cardholder personnel (see NGFARS Subpart 13.301(b) (S-100) (2) and (ii) above regarding the requirement for a local written operation procedure). This restriction does not apply to common expendable type replenishment supplies used in IT hardware such as toner cartridges, ribbons, floppy disks, computer paper, mouse pads, etc. However GPC cardholders shall abide by any Executive Order and/or FAR requirements to purchase recyclable items.

(12) A GPC purchase card should not be used to purchase fuel. Specifically, fuel is not normally a local purchase item. Annual fuel requirements shall be projected, provided and bought from the Defense Energy Supply Center (DESC). This is because the fuel must meet certain DoD quality and suitability requirements for the type of fuel being purchased. Also, regarding purchasing the fuel, there may be special requirements as to type of delivery vehicle, safety requirements, spill cleanup measures, temperature and volume calculation, as well as quality assurance testing. As a result, purchasing fuel with a GPC purchase card is not normally appropriate. If an installation/unit is given authorization and written permission by the cognizant DESC Office to purchase fuel locally, a contracting technique other than the GPC purchase card should

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be used so that delivery, safety, inspection, quality, etc. concerns are addressed.

(i) Fuel purchases using regular contracting methods may be paid by GPC Credit Card. (See NGFARS Subpart 13.301 (b) (S-100) (10) above).

(ii) Per AFM 67-1, Vol 1, Part III, Chapter One, the DESC Office may grant local fuel purchase authority to ANG units when the aggregate annual fuel amount is less than \$90,000.00, or as determined by the DESC.

13.302-1 Purchase Orders – General

(a)(S-100) The policies for contract repair services are as follows:

(1) Equipment custodians are responsible for tracking maintenance and/or repair costs. However, repair costs need to be kept by custodians on the equipment items that require repair cost accounting by Technical Order or DOD/Air Force/Army directives.

(2) Warranties/Guarantees shall be maintained by activities (custodians) in receipt of new equipment. The Contracting Officer will determine whether a particular warranty is still in effect and can be invoked.

(3) Except for equipment covered by annual maintenance contracts, all other requests **over the micro-purchase threshold** for maintenance and repair of equipment shall be requested using AF Form 9 for ANG activities and DA Form 3953 for ARNG activities.

(4) Contractual instruments may be written for contractor pick-up directly from the custodian, as well as delivery of the repaired item. If a contractor does not provide pick-up/delivery, the requestor may arrange for such services through the Contracting Officer.

(S-101)(a) Purchase procedure for repair of equipment, vehicles and office machines shall follow the normal non-personal services procedures of FAR Part 13 for purchases under the simplified acquisition limitation. Unpriced purchase orders (FAR 13.302-2) shall only be used when exact prices cannot be established at the time the order is issued. FAR Clause 52.213-3, "Notice to Supplier", shall be included in the unpriced purchase order. Vendors shall itemize all parts and labor costs on each invoice.

The Contracting Officer shall review all Unpriced Purchase Order invoices.

(b) The procedures of paragraph (a) above do not preclude the use of the tear-down and quote procedure historically used in obtaining equipment repair. Since this procedure may require extra time subsequent to authorizing final repair by the vendor, contracting personnel should consider the priority of the request before initiating the tear-down and quote method.

(c) Contracting Officers shall ensure that the requestor provides a general statement of work to be performed, and a statement relative to the performance/problems encountered with the equipment.

(d) Upon receipt of the purchase request, the Contracting Officer shall ascertain whether the required services are available from mandatory repair sources (Federal Prison Industries, Agencies for the Blind and Other Severely Handicapped, or GSA term contracts). If the services are not available from these mandatory sources, the Contracting Officer shall follow normal contracting procedures.

(e) Repair services estimated to exceed the simplified acquisition limitation shall first consider sealed bidding if a detailed statement of work can be provided. If sealed bidding cannot be used, follow the procedures at FAR 6.401(b).

(f) Separate contract repair branches within ANG contracting offices are not authorized.

13.303-1 Blanket Purchase Agreements (BPA's) – General

(S-100) Blanket Purchasing Agreements (BPA's) are described in FAR 13.303-1(a).

(S-101) Contracting Officers using blanket purchase agreements (BPA) placed against GSA Federal Supply Schedules/Contracts, where special prices are negotiated for government use, shall ensure all purchases exceeding \$2,500 are competed with at least three (3) sources providing similar supplies/services (See FAR 13.303-5(d)). **BPA** to be used against GSA Federal Supply Schedule Contracts **SHALL NOT MODIFY THE TERMS AND**

CONDITIONS OF THE BASIC GSA SCHEDULE

CONTRACT. Blanket use of BPA (on GSA Schedule Contracts) is not the best business arrangement to obtain complex service/management support. Use of BPA in this manner is a temporary stop gap measure. Development of statements of work and the proper competitively awarded supporting contract instruments are required. Decision to use or continue use of BPA on GSA Schedule Contracts shall consider FAR Part 19 small business requirements, FAR Part 12 commercial item procedures and what contracting technique best serves the Governments interest.

(a) The Contracting Officer shall prepare and place in the BPA file a determination that it is not practicable to establish a pre-priced BPA or that it is impractical to incorporate the supplier's price list or catalog in the BPA.

(b) The Contracting Officer shall designate, by name, personnel authorized to place calls against the BPA. Personnel authorized to place calls against the BPA shall acknowledge their appointment in writing and a copy of the acknowledgment shall be placed in the BPA file. (See FAR 13.303-3(a)(4))

13.303-5 Purchases under BPA's.

(b)(S-100) Individual purchases shall not exceed the simplified acquisition threshold except as follows:

(1) Federal Supply Schedule contracts in any amount consistent with terms of applicable schedule. Use Table 1-1 review requirements for IDIQ & GSA. INCLUDE COPY OF SCHEDULE TERMS WITH REVIEW PACKAGE.

(2) Competitive commercial item acquisitions up to \$5,000,000 provided there are three sources. Use review requirements in Table 1-1 for SUPPLIES & SERVICES. FAR Part 12 and FAR Subpart 13.5 requirements must be met. Above the simplified acquisition threshold it is the policy of the National Guard Bureau that Sole-Source Commercial items will not be purchased through the use of BPAs.

(S-102) BPAs are commonly used as a simplified acquisition method for obtaining contract quarters.

(1) If it is anticipated an individual call will exceed \$2,500.00, the Service Contract Act of 1965, as amended, shall apply. SF 98, "Notice of Intention to Make a Service Contract and Response to Notice",

and SF 98A, "Notice of Intention to Make a Service Contract and Response to Notice," shall be completed and forwarded to the Department of Labor (DOL) 60 days prior to solicitation of quotes/price lists and establishment of the BPA, or by applying on line at <http://www.dol-esa.gov/sf98/main.htm> which will provide a response within 24 hours of application, (preferred method). Applicable wage rates must be incorporated into the BPA. (NOTE: Classes of service employees applicable to billeting are: maid/porter waiter/waitress and food service work).

(2) Units that have large billeting requirements may consider the use of a purchase order (up to the simplified acquisition limitation) or a requirements contract (sealed bid or request for proposal). A requirements contract should be established only if the servicing motel/hotel normally has the capability to handle the requirements. Most contracting activities should find that using BPAs, with an occasional purchase order, will satisfy the unit's billeting need.

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PART 15 - CONTRACTING BY NEGOTIATION

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15.101-1 TRADEOFF PROCESS

(a) Performance Price Tradeoff (PPT) permits tradeoffs between price/cost and the past performance evaluation for technically acceptable proposals. This technique may be applied in acquisitions which include an evaluation for technical acceptability, as well as negotiated acquisitions for which price and past performance are the only discriminators. In PPT, tradeoffs do not occur on the basis of technical merit, but on the basis of the comparative assessment of offerors' past performance information and price/cost. The contracting officer is the source selection authority in PPT acquisitions unless the acquisition-approving official designates otherwise. If technical acceptability factors are used in Section M or for construction in CSI 00120 of the solicitation should clearly address any required thresholds. Prior to the beginning of evaluation of offers, the technical team must establish in sufficient detail an evaluation plan to justify a determination of minimum acceptability in technical factors/subfactors.

SUBPART 15.403 – OBTAINING COST OR PRICING DATA

15.403-1 (c) (4) Waivers. National Guard contracting officers shall follow the requirements of FAR and DFARS subpart 15.403, and in particular subparts 15.403-1 and 15.403-4. The Chief, National Guard Bureau as the Head of the Contracting Activity (HCA) is the WAIVER approval authority (without power of delegation) on submission of cost or pricing data for any sole source requirement (includes section 8(a) actions) in excess of \$550,000. The PARC must endorse any waiver request. Adequate time must be provided in the acquisition plan to obtain and evaluate cost or pricing data when it is required.

If the HCA has granted a waiver, code W must be used in block C11 of the DD350 (see DFARS 253.204-70).

SUBPART 15.404-4 - PROFIT

15.404-4(b) Policy (Alternate Structured Approach)

15.404-4(d)(S-100) Negotiating Profit on Construction and Architect-Engineer (A-E) Contracts

The following procedures are to be used as the alternate structured approach for the National Guard:

(1) A fair and reasonable profit shall be negotiated/determined when preparing the Independent Government Estimate (IGE) as an element of price for either a prime or subcontractor. The following procedures shall be used as a guide:

FACTOR	WEIGHT	CONST A-E RATE	RATE	VALUE
Degree of Risk		20	25	
Relative Difficulty of Work		15	20	
Size of Job		15	15	
Period of Performance		15	20	
Contractor's Investment		5	5	
Assistance by Government		5	5	
Subcontracting		<u>25</u>	<u>10</u>	
TOTAL		100%	100%	

(2) Each Factor shall be weighted as indicated below based on the circumstances of the procurement. "Value" is obtained by multiplying the "WEIGHT" by the "RATE"; i.e., WEIGHT X RATE = VALUE. The Value column, when totaled, will indicate the fair and reasonable profit percentage that should be used for the procurement.

(3) Construction projects will normally be weighted from .03 to .12. A-E projects will normally be weighted from .07 to .15. (A-E project weights will be shown in parentheses to distinguish them from construction weights). The Contracting Officer shall address the conditions in writing that justify assigning a WEIGHT other than the recommended WEIGHTS shown below.

(i) Degree of Risk

When the work involves no risk or the degree of risk is very small, the "Weight" should be .03 (A-E: .07);

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as the degree of risk increases, the "Weight" should be increased up to a maximum of .12 (.15). Note that Lump Sum construction work should generally have a higher weight than Unit Priced items. Other things to consider when assigning a weight are the nature of the work to be accomplished, where it will be done, the conditions it will be accomplished under, etc. On A-E contracts with options, a higher weight should generally be considered while an A-E contract without options would not have as high a weight. Other things to consider when assigning a weight for an A-E contract are the nature of the design, responsibility for the design, complexity, amount of principal time required, etc. In addition to the above items, consider the portion of work to be accomplished by subcontractors, whether it is construction or A-E.

(ii) Relative Difficulty of Work

If the work is very difficult and complex, the "Weight" should be .12 (.15) and should be proportionately reduced to .03 (.07) on the simplest of jobs. This factor, to some extent, is closely associated with the Degree of Risk factor. Other things to consider when assigning a weight are nature of the work, who is accomplishing (i.e., subcontractors, consultants, etc), time schedule, etc. For A-E contracts, take into account if the work is going to be new design or rehabilitation, and experience level.

(iii) Size of Job. Work not in excess of \$100,000 (\$50,000) shall be weighted at .12 (.15). Work estimated to be between \$100,000 and \$5,000,000 (\$50,000 and \$500,000) shall be proportionately weighted from .12 to .05 (.15 to .09). Work between \$5,000,000 to \$10,000,000 (\$500,000 to \$1,000,000) shall be weighted at .04 (proportionately weighted from .09 to .07). Work in excess of \$10,000,000 (\$1,000,000) shall be weighted at .03 (.07).

(iv) Period of Performance

Projects in excess of 24 Months (180 days actual design time) should be weighted at .12 (.15). Projects of a lesser duration will be proportionately weighted down with .03 (.07) being the minimum; i.e.,

jobs not exceeding 30 Days (60 days). No weight will be assigned for changes where additional time is not required.

(v) Contractor's Investment

This Factor should be weighted from .03 to .12 (.07 to .15) based on the capital investment the contractor has tied up in the project. An above average investment would be given a higher weight while a below average investment would rate a low weight. On construction contracts, take into account the amount of Government-Furnished Property being provided. On A-E projects, consider if the Government will be providing data on soil tests, surveys, etc.

(vi) Assistance by the Government

This Factor should be weighted from .03 to .12 (.07 to .15) based upon the assistance furnished the contractor by the Government. A high level of assistance would be given a low weight while little or no assistance would be given a higher rate. On construction projects, consider the amount of Government owned property and equipment the contractor will be able to make use of and if there will be any costs to the government for providing. For A-E contracts, consider if the A-E will be making use of government provided as-built drawings, surveys, soil exploration/samples and if government technical help/assistance will be provided.

(vii) Subcontracting

This Factor will be weighted inversely (proportional) to the amount of subcontracting on the project. When 80% or more of the work is to be subcontracted, a weight of .03 (.07) will be used. The weighting should be proportionately increased to .12 (.15) as the amount of work performed by the contractor's own work force increases.

15.404-4(e)(S-100) Negotiating Profit on Action Other than Construction and Architect-Engineer (A-E) Contracts

The requirements of DFARS 215-404-4 Profit, shall be followed for all supply and service requirements.

SUBPART 15.406 - DOCUMENTATION

15.406-1 Pre-negotiation objectives

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(S-100)(a) Pre-negotiation objective Memorandums (POM) requiring PARC (NGB-AQ) review and approval shall be forwarded with associated documents to NGB-AQ prior to the start of negotiations.

(b) The PARC shall review and approve all Pre-negotiation Objective Memoranda (POM) as follows:

(i) Supplies, Services and Construction over \$550,000 (However, construction contract modifications over \$250,000 or in excess of 25% of the basic contract amount require review and approval at NGB-AQ. When construction contract value increases **consent of surety is required and SF 1415 must be executed to increase penalty amount.**)

(ii) Architect and Engineering actions over \$550,000.

15.406-3 Documenting the Negotiation

(S-100) Price Negotiation Memorandum

(a) Upon concluding negotiations with the prospective contractor, the contracting office shall prepare the Price Negotiation Memorandum (PNM) and accomplish review as required in Table 1-1 and NGFAR 1.6. For any review the Price Negotiation Memorandum shall be accompanied by the complete contract file(s) including the proposed contract. If prior review of POM has been accomplished and proposed award is within 10 percent of the amount stated in the approved POM, send information copy of PNM to the review authority. If proposed award is over 10 percent above the amount stated in the approved POM, send PNM for pre-award review.

(b) Notwithstanding the direction above, awards which are proposed under competitive negotiation procedures, which are based upon "initial" proposals submitted (without conduct of discussions), may be documented using an "Analysis of Proposals Summary" (APS). As a minimum, the summary documentation shall address the applicable criteria set forth in FAR 15.406-3 and provide a statement of price reasonableness. The Analysis of Proposals Summary shall be completed and provided for review and approval at time of award.

(c) **Analysis of Proposal Summary:** The objective of this summary is to document the results

of the comparative analysis of competitive offers and to document price fair and reasonableness IAW 15.403-1(c)(1), to included negotiated solicitations where award will be based on "initial" proposals submitted. As a minimum the summary documentation shall address the following criteria.

The Subject & Background provides information identifying, the RFP and Contract Number, the contractor selected for the award, the item or service being procured. **Introductory Summary**, this section should contain a short opening statement and present enough significant details to give the reader a brief picture of the competitive environment and the award results. At a minimum, the opening statement should state the contractor who won the award, the anticipated award date, and a summary of price elements. To be all inclusive, the introductory summary should list all of the offerors who responded to the solicitation with a formal proposal. If only one offer was received, discuss the basis of the contracting officer's conclusion that there was a reasonable expectation that two or more offerors would be responsive to the expressed requirements of the solicitation (See FAR 15.403-1(c)(ii)).

Particulars. This section identifies all of the particular information about the competitive acquisition including the participants involved. As a minimum the following areas should be addressed in the Particulars section: Significant Dates, List all of the significant dates and time periods allotted during the different phases of the acquisition and if applicable the source selection. Personnel, identify the names, titles, and organizations of all persons who participated in the acquisition and source selection process. **Acquisition Situation:** This section of the memorandum highlights the circumstances surrounding the competitive acquisition and the basis leading up to the award. Acquisition Background: This background provides a comprehensive account of the acquisition and provides a lead into the following discussion areas of the acquisition situation. Is this a follow-on effort, one time etc. Period of Performance/Delivery Schedule: Show the delivery schedule or period of performance including schedules for the basic and all options. Outside Influences: Describe any outside influences or time pressures that may have affected the source selection such as, procurement priority, funding limitations, and so forth. Discuss and quantify, if possible, the impact of direction given by Congress, other agencies or higher level officials. Unique Features :

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Discuss any other unique features or special pricing provisions that may have had a significant impact on the source selection. At a minimum, discuss and reference any special terms and conditions (i.e., EPA clause, warranties, and special progress payments). If there were no unusual features, you should make a statement to that effect. **Evaluation Summary** This section covers the government's effort in evaluating the selected contractor's proposal for reasonableness, realism, completeness, and balance, if applicable and the determination of adequate price competition. It is essential to identify the competitive marketplace to include market research. If only one offer was received but is considered a competitive offer document the basis of that determination. If source selection procedures were used summary should also address elements that were evaluated IAW the solicitation requirements and the awardees results as well as a brief summary of other offerors. End with a definite statement of price fair and reasonableness. **Miscellaneous** This is a catchall for all other information including identification of advisory reports and the signatures blocks and list of attachments. All pages of the report should be clearly labeled at top and bottom with: **For Official Use Only/Source Selection Information - See FAR 3.104.** In negotiated acquisitions involving source selection procedures a copy of the Source Selection Decision would accompany this summary.

(a)(S-100) All unsolicited proposals shall be reviewed in accordance with FAR 15.606-1 and 15.606-2, within the capability of the contracting office. The unsolicited proposal, along with the contracting office's comments and recommendations, shall be forwarded within thirty (30) days to NGB-AQ for review and appropriate disposition.

SUBPART 15.6 - UNSOLICITED PROPOSALS

15.606 Agency Procedure

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PART 16 - TYPES OF CONTRACTS

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5116.5—Multiple Award Task Order Contracts.

(S-100) The NGB PARC waives the requirement that proposals submitted in

response to competition under MATOC contracts should be limited to no more than five pages, including attachments, for Design-build project technical submissions only. Contracting officers are advised to use discretion in applying this waiver to keep submission requirements to a minimum and use streamlined procedures, including oral presentations to the maximum extent practical.

(4) Past performance information, including quality, timeliness, and cost control on earlier orders placed under the same MATOC contract, should be considered in the ordering process. Past performance information should already be readily available in program and technical offices. Requests for contractor submission of past performance information with proposal submission under MATOC contracts shall be eliminated. (S-100) Past Performance information on major sub-contractors and A&E firms proposed as participants in a Design – Build project shall be limited to the five page restriction.

16.500 Scope of subpart

(S-100) One of the tools in the contracting officers tool kit, for support of the construction mission of the National Guard, is the **IDIQ Task Order Construction Contract (TOC) with minimum guaranteed order (recommend \$2,000, for which the minimum fee will be \$200.00)**. In states or regions that have sufficient anticipated workload, suitable geographic location(s), and sufficient interested contractors the use of IDIQ TOC construction contracts may save time and money in meeting the customer's construction needs. This IDIQ TOC construction contract tool is not intended to substitute for a job order contract (JOC) or the traditional IFB or RFP when those tools can better serve the needs of the customer. Use of this tool is a business decision to be made by the contracting officer in concert with input by the civil engineering customer.

NOTE: In order to oversee the utility of construction task order and job order construction contracting an annual report is required. Format for annual (15 October of each year) data call report is shown in the FORMS attachments to this regulation.

16.504(a)(5) It is the policy of the NGB that a minimum of three and a maximum of 20 anticipated

awards should result from a IDIQ TOC solicitation. Notice to offerors of anticipated number or range of awards must be included in evaluation criteria (section M or section 00120 [ACOE format]) specified in the solicitation. **The use of the MATOC template for IDIQ solicitations available at the GKO website, on the AQ homepage under *construction Tools and Templates* is mandatory.** Deviation must be coordinated through NGB/AQ. There must be a sufficient anticipated volume of construction work to justify the interest and expense of contractors receiving IDIQ TOC awards. This is necessary to assure the benefit of active competition for task orders. If there is not sufficient work the customer will be better served with the traditional IFB or RFP. Periodically NGB-AQP issues updated versions of the construction solicitation template for basic IDIQ MATOC contracts. This template is found at Guard Knowledge Online (GKO) Resource Management/Acquisition Homepage/Contracting tools and Templates. This template should be used unless prior coordination is accomplished with NGB/AQP. Coordination documentation shall be placed in the solicitation file.

16.505(S-100) Individual task order maximum is \$3,000,000. Check current set aside status of North American Industry Classification System (NAICS) sub sectors 233, 234 and 235 (see FAR 19.1005) or <http://www.census.gov/epcd/www/naics.html>. Of particular importance in the decision making process is the need to assure that our actions work toward meeting and maintaining our small business goals. The bonding capability requirement, to which firms must demonstrate access, is a critical factor in setting a TOC construction contract task order ceiling. **National Guard IDIQ TOC construction contracts shall be structured to provide the opportunity for full and open competition from the small business community.** This analysis and decision making process shall be documented by the contracting officer and the SADBUS on the set aside determination. **A sample partial set-aside format, that can be utilized to while the Competitiveness Demonstration Program is applicable to the construction DIGS, is provided in the TOC template.** Contracting Officers shall insure as a minimum, a set-aside for emerging small businesses is included to accommodate requirements less than the current ESB threshold (currently \$25,000). Multiple award task and delivery order contracts shall identify the appropriate set-aside, applicable to the individual order, i.e., 8(a), ESB, HUBZone. Task order IDIQ contracts for construction cannot be set-aside for

small business while the construction DIGS are subject to the Competitiveness Demonstration Program. Multiple award task and delivery order contracts shall identify the appropriate ombudsman.

16.505(b)(4)(S-100) Without power of re-delegation the United States Property and Fiscal Officer in each State, territory and the District of Columbia is appointed the "OMBUDSMAN" for all TOC contracts awarded by contracting officers under his/her jurisdiction. The "OMBUDSMAN" of the National Guard and for the National Guard Bureau is located in NGB-AQ, Acquisition Directorate. Ombudsman shall operate with the following conditions (See SARD-PP Memorandum dated 29 JUL 1996):

a. The ombudsman shall be the USPFO. However, if the USPFO is functioning as a contracting officer, the ombudsman duties shall be performed by National Guard Bureau ombudsman.

b. While ombudsmen may become involved in all aspects of awarding task and delivery order contracts, their authority is limited to issues pertaining to the awarding of task and delivery order orders under multiple award contracts.

c. Ombudsmen have the authority to:

1. Review complaints from contractors awarded multiple award contracts that they have not been afforded a fair opportunity to be considered for award of a particular task order; and
2. After coordination with the contracting officer, and if the ombudsman agrees with the contractor, require that the contracting officer take corrective action regarding the complaint.

d. If the contracting officer does not agree with the ombudsman, the matter shall be decided by the PARC. The contracting officer shall provide adequate file documentation as specified by the ombudsman.

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PART 17 - SPECIAL CONTRACTING METHODS

Subpart 17.2 (S-100) – Options

17.200 Scope of Subpart.

This subpart applies only to construction and Architect-Engineer solicitations and contracts.

17.201 Definition.

“Option” means a unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional services called for by the

contract, or in the case of Multiple Award Task Order Contracts and Architect-Engineer IDIQ contracts may extend the term of the contract.

17.202 Use of Options.

(a) The contracting officer may include options in construction or Architect-Engineer contracts when it is in the Governments best interest. Before options are included in a construction solicitation/contract the contracting officer shall make a written determination that articulates why use of options is the only solution. IT IS THE POLICY OF THE NATIONAL GUARD BUREAU THAT ADDITIVE AND DEDUCTIVE ITEMS ARE THE PREFERRED METHOD, when using the IFB method of solicitation, OF ADDRESSING UNCERTAINTY AS TO ADEQUATE FUNDING (see DFARS 236.213-70). ISSUES OF FLOW OF FUNDS MAY BE ADDRESSED BY PHASING OF THE PROJECT (BY AWARD OF SEPARATE CONTRACTS). USE OF OPTIONS IS THE LEAST PREFERRED METHOD IN THE CONSTRUCTION OF STAND-ALONE FACILITIES. CONTRACTING OFFICERS WILL FOLLOW THIS ORDER OF PRECEDENCE;

- (1) Lump sum,
- (2) Lump sum with additive/deductive items, (ABI/DBI are not applicable to RFP solicitations)
- (3) Lump sum with unit pricing,
- (4) Lump sum with unit priced option

NOTE: The work required in an option in a construction contract:

- Must be a part of the approved project (DD1391 or SOW).
- Must be provided for in the project design.
- Must be included in the solicitation.
- Must be part of award evaluation.
- Must be exercised within the time frame specified in the solicitation/contract.
- Must be an affirmative intent to fund the option (not just a wish list requirement).

(b) Use of an option in construction should not --

- (1) increase cost beyond fixed option cost,
- (2) delay completion of basic contract,
- (3) cause rework of already completed work,
- (4) require equitable adjustment beyond fixed option cost and specified time for completion of added work,
- (5) cause/require the contractor to order or fabricate in anticipation of option,
- (6) accelerate the contractor's performance,
- (7) include material submittal requirements with production lead times that are not accommodated in

the option performance period,

(8) expose the contractor to undue risk in cost of labor (Davis Bacon Act) or materials.

(c) Use of options in Architect-Engineer contracts is addressed in 36.6.

17.203 Solicitations.

Follow requirements of FAR 17.203

(d) Options in construction contracts, that allow for work within the scope but not a part of the lump sum basic contract, may specify different unit pricing from the basic contract for option work.

17.204 Contracts.

(b) Construction contracts (which include options) shall state the period within which the option may be exercised.

(c) The period to exercise the option shall be set so as to prevent acceleration or delay to the contractor.

(d) For discrete work (i.e. separate building) the option exercise period may extend beyond the contract completion date as long as the project is not complete and the period to include the option were synopsized. The option exercise may result in an obligation of MCP funds that are not available in the fiscal year in which the construction contract would have been otherwise awarded/completed.

(e) All options must be included in the synopsis.

17.205 Documentation.

The contracting officer will follow FAR 17.205. Supporting documentation from the engineering office shall be included in the contract file.

17.206 Evaluation.

(a) All construction contract options are to be evaluated.

17.207 Exercise of Options.

Follow requirements of FAR 17.207.

17.208 Solicitation Provisions and Contract Clauses.

Follow FAR 17.208 (b) or (c) as appropriate.

Subpart 17.5(S-100) - Transferring Contracting Support (Offloading)

17.500 Scope of Subpart.

(S-100) This subpart applies to transferring contracting support (offloading) from a Guard contracting activity to another Guard contracting activity, to another DOD contracting activity outside the Guard and to another contracting activity outside DOD.

17.501(S-100) Definitions

(a). Interservice offloading occurs when a DOD agency decides to have acquisition support provided by a DOD contracting activity other than its principal agency contracting activity.

(b). Interagency offloading occurs when a DOD agency decides to have acquisition support provided by a Federal contracting activity outside DOD rather than its principal agency contracting activity.

17.502(S-100) General

(a). Within limitations in FAR 17.5, DFARS 217.5, NGFARS 17.5, DODGAR 3210.6-R, DODI 4000.19 and NGR 5-1/ANGI 63-101, Guard contracting activities are authorized to transfer (offload) contracting support to another Guard contracting activity, to another DOD contracting activity (interservice) and to another contracting activity outside DOD (interagency)

(b). Interservice (Within DOD) Offloading

(1). Offloading Within a State, Territory and the District of Columbia. The USPFO is the approval authority for offloading for a State, Territory and the District of Columbia to support the State Army and Air National Guard and their subordinate units. In the absence of the USPFO, the Chief, National Guard Bureau (Chief, NGB) or his delegated representative, the Principal Assistant Responsible for Contracting (PARC), shall be the approval authority.

(2). Offloading Within the National Command Region (NCR) (Air Directorate at Andrews AFB and Army Directorate at Arlington Hall and Joint Staff at Jefferson Plaza 1). The Chief, NGB or his

delegated representative, the Principal Assistant Responsible for Contracting (PARC) is the approval authority for offloading within the NCR for supplies or services to support the National Guard Bureau (NGB) and its directorates and subdivisions or national acquisitions for the Guard.

(c). Interagency (Outside DOD) Offloading

(1). Offloading Within a State, Territory and the District of Columbia. The USPFO is the approval authority for offloading for a State, Territory and the District of Columbia to support the state Army and Air National Guard and their subordinate units.

(2). Offloading Within the NCR (Air Directorate at Andrews AFB and Army Directorate at Arlington Hall and Joint Staff at Jefferson Plaza 1). Senior Executive Service (SES) or General Grade Officer approval is required for offloading within the NCR for supplies and services to support the NGB and its directorates and subdivisions or national acquisitions for the Guard. All requests for interagency off loading shall be submitted to the PARC for review and recommendations

(i). The Chief, National Guard Bureau, Vice-Chief, National Guard Bureau or the Director, NGB Joint Staff are the approval authorities for Office of the Chief acquisitions.

(ii). The Director, Army National Guard, is the approval authority for Army National Guard acquisitions to support the NCR.

(iii). The Director, Air National Guard, is the approval authority for Air National Guard acquisitions to support the NCR.

17.503(S-100) Determinations and Findings (D&F) Requirements

A determinations and findings (D&F) shall be prepared by the requesting activity for the approval authority for each offloading action. All D&Fs shall comply with FAR 17.503 and shall address the considerations listed in Department of the Army, SAAL-PP Memorandum dated 04 March 2002, Subject: Military Interdepartmental Purchase Request (MIPR). This memorandum is shown in Attachments.

17.504(S-100) Ordering Procedures

(a). Intraservice Support Agreement,

Interservice Support Agreement and Interagency Support Agreement (ISA) Requirements. The appropriate offloading authority as defined in FAR 17.503 shall negotiate an ISA with the accepting contract support activity for each offloading action. ISAs shall be prepared IAW DODI 4000.19, Subject: Interservice and Intragovernment Support.

loading.

(b). Legal Review of Interagency Offloading. All interagency offloading actions shall be reviewed by legal counsel as defined in the regulation prior to execution of the offloading action.

(c). Ordering procedures shall comply with any additional requirements in FAR 17.504.

17.505(S-100) Payment

(a). The requesting activity shall provide a Military Interdepartment Purchase Request (MIPR) or equivalent and any other document required to support the D&F. Examples include independent cost estimates and documentation of urgency of need.

(b). Acceptance of the MIPR or equivalent document shall be evidence of the other contracting activities agreement to accept responsibility for fulfilling the requirement in compliance with all applicable laws and regulations.

(c). The requesting activity shall provide the accepting contracting activity with any conditions or restrictions attendant to the funds being provided with the request.

(d). Payment shall comply with any additional FAR 17.505 requirements.

(S-100) 17.506 Offloading OPR

NGB-AQ is the office of primary responsibility for off

SUBPART 217.74 UNDEFINITIZED CONTRACT ACTIONS.

217.7404-1 Authorizations

(S-100) All requests to enter into undefinitized contract actions (UCA), as set forth in FAR 16.603 and DFARS 217.7404-1, shall be forwarded to the Office of the Principal Assistant Responsible for Contracting (NGB-AQ) for review and approval before the action is initiated.

SUBPART 17.90 - JOB ORDER CONTRACT (JOC)

17.9000 Scope of Subpart

(S-100) (1) A Job Order Contract may be awarded for a period of one (1) calendar year from the date of award and usually includes options to extend the contract annually for four (4) additional years. The total cumulative dollar value of the JOC (Delivery Orders) shall not exceed \$5,000,000. Individual delivery orders shall not exceed \$500,000 *.

* Effective 17 May 1999, reference SAAL-PP memorandum dated 17 May 1999, subject: Army Federal Acquisition Regulation Supplement (AFARS) – Part 5117.

17.9004-2 Solicitation

(k)(1)(S-100) A Job Order Contract (JOC) may be solicited using either competitive source selection or sealed bidding procedures.

17.9004-3 Ordering

(e) Limitations

(1) (S-100) The PARC may waive the individual delivery order ceiling for good business cause. Waiver of individual delivery order limitation must represent a sound business decision for the Government and the best technique for meeting the customers needs on the instant procurement. The waiver package, forwarded for approval by the PARC, shall include the following:

(i) An analysis of the comparative cost and benefits of using JOC versus the contracting alternative that would otherwise be used. The analysis must be certified by the contracting officer.

(ii) A statement signed by the Civil Engineer outlining the mission requirements and cost considerations that justify use of a JOC task order instead of an alternative contracting approach.

(iii) The NGB Competition Advocate must concur in sole source JOC task order above \$500,000 (see 6.304).

If approved, waiver documentation shall be included in the contract file, TAB A-6.

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PART 19 - SMALL BUSINESS PROGRAMS

SUBPART 19.2 - POLICIES

19.201 General Policy

(d)(S-100) Without power of re-delegation, the USPFO in each State, the District of Columbia, Guam, Puerto Rico and the Virgin Islands, and the Chief(s), NGB-AQC, NGB-AQE and NGB-RCS-BMO are designated as the Small and Disadvantaged Business Utilization Specialist (SADBUS).

NOTE 1. In order to comply with requirements of SAAL-PP memorandum dated 19 OCT 2000, SUBJECT: Contract Bundling, the USPFO as SADBUS must review, coordinate and comment on acquisition strategies that involve bundling of requirements. Our responsibility is to not allow consolidation of requirements which significantly expand the scope of work, or when requirements are defined in terms so broad as to exceed the capabilities of small business. Coordination should be accomplished on the contracting officer memorandum specified by FAR 7.107 as expanded by the SAAL-PP memorandum.

See NGFARS 7.107 and FAR 2.101.

NOTE 2. SIC to NAICS web site
<http://www.sba.gov/size/indextableofsize.html>

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PART 22 – APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS

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PART 22 – APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITIONS

SUBPART 22.4 – LABOR STANDARDS FOR CONTRACTS INVOLVING CONSTRUCTION

USEFUL INFORMATION

"The Wage-Hour Advisor", a semi-annual publication of the United States Department of Labor discusses "Davis-Bacon Act" and "Service Contract Act" issues. This publication is available electronically at <http://www.ceals.usace.army.mil/>, select "Wage Determinations" and click on "Wage-Hour Advisor". To get into the "ceals" web site for "Wage Determinations", you must have a ".mil" address assigned to your computer.

Semi-Annual Enforcement Report under the Davis-Bacon Act (DBA) and the Davis-Bacon and Related Acts (DBRA), these reports are due 5 April and 5 October of each year. See CPL 98-01 and DOL Memorandum No. 189 available as an attachment to the NGFARS.

Excellent source of Davis Bacon Act and Service Contract information is found at: <http://www.safaq.hq.af.mil/>, under AQ Contracting heading select Contracting Toolkit and then go to 22. Labor and <http://www.access.gpo.gov/davisbacon/referencemat.html>

Davis Bacon Wage rates are available for public viewing and downloading at <http://www.access.gpo.gov/davisbacon/index.html>

Unlawful employment of aliens

US Code: Title 8, Section 1324a, Unlawful Employment of aliens, provides the statutory requirements to be followed by contractors in the employment of workers in the United States. Executive Order 12989 of Feb 13, 1996 states "*it is the policy of the executive branch in procuring goods and services that to ensure the economical and efficient administration and competition of Federal Government contracts, contracting agencies should not contract with employers that have not complied with section 274(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C. 1324a(a)(1)(A), 1324a(a)(2)).*" The order also states "*The Attorney General shall be responsible for the administration and enforcement of this order, except*

for the debarment procedures" Specifically the Attorney General as tasked (1) may investigate to determine non compliance, (2) receive and investigate the complaint, (3) hold hearings, and (4) transmit determination to appropriate contracting agency. The debarment process is described in FAR 9.4, DFARS 209.4 and AFARS part 5109.4. The executive order provides guidance which specifies "*the head of the contracting agency may debar the contractor based on a determination by the Attorney General that it (the contractor) is not in compliance with the INA employment provisions.*" The Head of the Agency means the Secretary of the Army or of the Air Force. There is no contract clause which provides any specific guidance on this issue. At the pre-construction conference the contracting officer as part of the general briefing should remind the contractor that compliance with 8 CFR 214.2(b)(5) [edition of January 2000] concerning use of aliens on construction projects applies. If the contractor has questions on this refer the contractor to the Immigration and Naturalization Service (INS). It is a law of the land and its enforcement follows procedures specified by the Attorney General in INS regulations. Forward any issue which arises to INS (they have enforcement authority) and as appropriate, to OSI or CID. Contracting officers "*shall cooperate with and provide such information and assistance to the Attorney General as may be required in the performance of the Attorney General's functions under*" the executive order.

Text in quotes is from Executive Order 12989.

22.401 Definitions

(S-100) Supervisory Employees

Supervisory employees are defined as those whose duties are primarily administrative or executive in nature rather than that of a laborer or mechanic. Wage rates for bona fide supervisory employees are not regulated under the Davis-Bacon and Related Acts. However, such employees who devote more than 20 percent of their time during a workweek to performing the duties of a laborer or mechanic are considered laborers and mechanics for the time so spent, and must be paid at least the appropriate wage rates specified in the wage determination. Employees who are bona fide executive, administrative, or professional employees as defined under the Fair Labor Standards Act, 29 CFR, Part 541, are not covered by the Davis-Bacon Act.

22.404-1 Types of Wage Determinations

(S-100) There are two types of wage determinations, general wage determinations (also known as area wage determinations) and project wage determinations. These are described in FAR 22.404-1. The term "wage determination" is defined as including not only the original decision but any subsequent decisions modifying, superseding, correcting, or otherwise changing the rates and scope of the original decision.

(a)(2)(S-100) Notices are published in the Federal Register each week (usually on Friday) to advise the public of the publication of general wage determinations, modifications, supersedes decision actions, withdrawal actions, and corrections affecting such wage determinations.

<http://www.access.gpo.gov/davisbacon/index.html>

(b) (S-100) The project wage determination expires 180 calendar days from the date of the determination UNLESS an extension is requested by the agency and approved by the Division. A project wage determination not used during the approved 180-day calendar period is void.

22.404-3 Procedures for Requesting Wage Determinations

(S-100) If a general wage determination is not listed for a given county and type of construction, request a wage determination under the Davis-Bacon Act or any of the related prevailing wage statutes by submitting a SF 308 to the following address:

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Branch of Construction Contract Wage
Determinations
200 Constitution Avenue, N.W.
Washington, D.C. 20210

22.404-6 Modifications of Wage Determinations

(S-100) As a general rule, the wage determination incorporated into a bid solicitation and related contract award establishes the minimum wage rates and fringe benefits which must be paid for the entire term of the contract. The exceptions to this are discussed in FAR 22.404-6(b).

22.404-7 Correction of Wage Determinations Containing Clerical Errors

(S-100) At the request of a Contracting Officer, the Wage and Hour Administrator may correct any wage determination if the determination contains an inadvertent clerical error. For example, a wage determination contains a wage rate where there is a transposition of the numbers; that is, the fringe benefit of \$2.53 appears in the wage determination as \$2.35. Correction of inadvertent clerical errors in general wage determinations are issued immediately and are included behind the cover sheet of a weekly transmittal for General Wage Determination. Corrections shall be included in any bid specifications containing the wage determination, or any on-going contract containing the wage determination in question, retroactively to the start of construction.

22.404-10 Posting Wage Determinations and Notice

(S-100) The contractor is required to post the Department of Labor Form WH-1321, Notice to Employees Working on Federal and Federally Financed Construction Projects, at the work site. The WH-1321 poster can be obtained at no charge from offices of the Wage and Hour Division. The poster shall identify the name, address, and telephone number of the Government officer responsible for administering the contract in order to inform workers to whom they may submit complaints or raise questions concerning labor standards. In the absence of such posted information, any person who wants to determine if the project is covered should contact the federal agency funding or assisting the project or the Wage and Hour Division.

22.404-11 Wage Determination Appeals

(S-100)(A) Any interested person requesting reconsideration of a wage determination or of a determination regarding application of a wage decision, should submit a request in writing, accompanied by a statement with any supporting data, or other pertinent information, to the Administrator, Wage and Hour Division. The Administrator, Wage and Hour Division, should respond within 30 days or will notify the requestor within this time frame that additional time is needed.

(B) An "interested person" is defined to include,

without limitation:

(1) Any contractor, or an association representing a contractor, who is likely to work or seek work under a contract containing a particular wage determination, or any laborer or mechanic, or any labor organization which represents a laborer or mechanic, who is likely to be employed or to seek employment under a contract containing a particular wage determination; and,

(2) Any Federal, State, or local agency concerned with the administration of a proposed contract, or contract containing a particular wage determination issued pursuant to the Davis-Bacon Act or any of its related statutes.

(C) If reconsideration of a wage determination has been sought and denied, an appeal for review of the wage determination or its application may be filed with:

The Wage Appeals Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

(D) Requests for review of wage determinations shall be filed and any new wage determination resulting from the appeal shall be issued before contract award, or start of construction where there is no award.

22.406-7 Compliance Checking

(S-100) As a minimum, initial labor compliance checks shall be accomplished prior to final payment, but not later than six months after commencement of work. Subsequent labor checks shall be accomplished every six months.

SUBPART 22.8 – EQUAL EMPLOYMENT OPPORTUNITY

22.805(a) Procedures

The requirement for pre-award clearances also applies to indefinite delivery architect-engineer services contracts and task order contracts where repair and maintenance services are performed. The clearance required by FAR 22.805(a) shall be obtained and included in contract file before the file is forwarded to NGB-AQ for review and approval.

PART 24 PROTECTION OF PRIVACY AND FREEDON OF INFORMATION

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PART 24 - PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION

SUBPART 24.2 - FREEDOM OF INFORMATION ACT

24.203 Policy.

(S-100) Non-Release of Acquisition Information

(1) All requests for information under The Freedom of Information Act (FOIA) require a review by a Federal Judge Advocate. If, after coordination with the Federal Judge Advocate, it is decided that any or all of the request should be denied, the recommendation for denial must be submitted to NGB-AQ for review and approval at the address in NGFARS 1.201(S-100)(C).

(2) Contracting officers shall refer to Army Regulation 25-55 for information/guidance on the handling of FOIA requests.

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PART 26 – OTHER SOCIOECONOMIC PROGRAMS

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PART 26 – OTHER SOCIOECONOMIC PROGRAMS

SUBPART 26.1 Indian Incentive Program

26.102 Policy

The DoD Indian Incentive Program for Prime Contractors and Small Businesses

Indian Incentive Program – The Indian Incentive Program provides for the payment of 5 percent of the amount subcontracted to an Indian organization or Indian-owned economic enterprise, when authorized under the terms of the contract. DoD contracts with Prime Contractor that contain the FAR clause 52.226-1, *Utilization of Indian Organizations and Indian Owned Economic Enterprises*, are eligible for incentive payments under the FY 2001 program. These contracts require contractors to use their best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in subcontracts awarded to the fullest extent consistent with efficient performance of the contract(s). Contracting officers, subject to the terms and conditions of the contract, shall authorize an incentive payment of 5 percent of the amount paid to subcontractors that are Indian organizations or Indian-owned economic enterprises. The annual Appropriations Act makes \$8 Million of the amount appropriated for accounts in Title III available for incentive payments to Prime Contractors and to Small Businesses. The OSD SADB is the administrator for this program.

Eligible Recipients: Prime Contractors and Small Businesses for the Department of Defense that use Indian-Owned Businesses or enterprises as subcontractors.

Process:

Prime Contractors (regardless of size) submit requests for incentive payments to DoD Contracting Officers. Contractor's request should contain:

- Cite the use of FAR Clause 52.226-1 in DoD contract.
- Copies of pertinent pages of the subcontract
- Copies of subcontractor's invoices
- Total payment of subcontract and calculation for 5% rebate
- Subcontractor's status as an Indian-Owned economic enterprise

DoD Contracting Officers

- Review and verify documents received
- Forward request and verification summary for incentive payment to **DoD SADB Office**. This office **will provide the funding**.
- Provide POC with e-mail address, telephone and Fax numbers of DoD Contracting Officer.

Mailing address:
DoD SADB Office
Attn: Robert Segura
1777 N. Kent St., Suite 9100
Arlington, VA 22209

Need Assistance:

Contact Mr. Robert Segura at 703-588-8631 or 703-696-8201 and e-mail: robert.segura@osd.mil.

Current Guidance and Format for Request is available on the OSD webpage:

<http://www.acq.osd.mil/sadb>

Click on the link for the Indian Incentive Program.

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PART 33 - PROTEST, DISPUTES, AND APPEALS

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SUBPART 33.1 PROTEST

33.103 Protest to the agency.

(c)(4)(S-100) The Chief, National Guard Bureau has delegated authority (under FAR 33.103(c) and AFARS 5133.103(d)(4)(iii)) to the NGB Chief Counsel with power of re-delegation to the NGB Deputy Chief Counsel to:

(A) Approve or disapprove agency protest initiated pursuant to these procedures.

(B) Authority to direct that a stop work order be issued on any and all contract or related activity, practice, or procedure being protested, and to require the contracting officer responsible to forward an agency report (follow requirements of FAR Part 33.103(f)(3)) to the office of Chief Counsel with a copy of the report to NGB-AQP.

(C) Authority to award cost to a protester or an interested party as a remedy in conjunction with the NGB-level protest program, with authority to take any action that could have been recommended by the Comptroller General for protest filed with the General Accounting Office (GAO).

(D) If the Chief Counsel or Deputy Counsel awards cost to a protester or an interested party, the contracting officer shall attempt to reach an agreement on the amount to be paid. If agreement cannot be reached, the Chief Counsel or Deputy Counsel may, at the request of the protester or interested party, make the final agency determination of the amount to be paid.

(E) The authorities and responsibilities delegated to the Chief Counsel and the Deputy Counsel shall be consistent with Title 10, United States Code (U.S.C.). Section (§) 2305(f) Title 31, U.S.C. § 3554(b)(1)(A)-(F); Title 31, U.S.C. § 3554(c); FAR Part 33.102(b)(1),(2) and 33.104(h).

NOTES: (1) A copy of the NGB PROTEST PROGRAM PROCEDURES is published as Contract Policy Letter 98-21. (2) Quarterly Army Protest Reports are available on SAALT home page web site: http://www.usapa.army.mil/USAPA_PUB_search_P.asp
Or <http://prmis.saalt.army.mil>

(f)(1)(S-100) When an agency-level protest is filed with NGB-JA prior to award, a contract may not be awarded unless authorized by the NGB PARC.

(f)(3)(S-100) When an agency-level protest is filed with NGB after award, but within the time frames specified in FAR 33.103(f)(3) the Contracting Officer shall suspend performance. The NGB PARC may authorize contract performance, notwithstanding the protest, upon a written finding that:

(A) contract performance will be in the best interest of the United States; or

(B) urgent and compelling circumstances that significantly affect the interest of the United States will not permit waiting for a decision from the NGB Protest Decision Authority.

33.106 Solicitation provisions and contract clauses.

(a)(S-100) Insert in 52.233-2 SERVICE OF PROTEST, the current address for receipt of written protest as follows:

(1) Protest to the NGB shall be filed at:

Jefferson Plaza 1
1411 Jefferson Davis Highway
Office of Chief Counsel
ATTN: NGB Protest Decision Authority
Suite 11300
Arlington, Virginia 22202-3231

FAX (703) 607-3681 or 3682

OR

(2) Protest to the Contracting Officer shall be filed at:

Contracting Officer's address

FAX (XXX) XXX-XXXX

ONLY WRITTEN PROTESTS WILL BE CONSIDERED

Subpart 33.2 – Disputes and Appeals

33.214 Alternate dispute resolution (ADR)

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(c)(S-100) Contracting officers are encouraged to fully support and utilize partnering in construction contracts (see NGFARS 1.102(e)). This is a proven process that has significant benefits to all parties in the prevention/reduction of non-productive activity. When controversy arises, the use of administrative dispute resolution (ADR) should be considered. Both of these processes save the Government and the contractor time and cost.

(d) (S-100) The PARC will provide a neutral party for ADR when requested to do so by the USPFO. See NGFAR 16.5 for task order contracts. Additional information on ADR is available at the Air Force ADR site (<http://www.adr.af.mil>) which links to OTHER GOVT ADR PROGRAMS, select FEDERAL GOVERNMENT and choose DEPARTMENTS. This shows Air Force, Armed Services Board of Contract Appeals, Army, Department of Justice and Department of Labor and others.

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PART 36 - CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

SUBPART 36.000 SCOPE OF PART

36.000(a) Architect –Engineer Contract File Handbook and Construction Contract File Handbook and Templates

(1) Periodically NGB-AQP issues updated versions of the Architect-Engineer Contract File Handbook and of the Construction Contract File Handbook. These handbooks provide a ready reference and guide to soliciting, awarding, administering and closing architect-engineer design and construction contracts. Use these handbooks as training tools, references and to develop your local procedures. Send suggestions for changes to NGB-AQP or to Director, Operational Contracting Division, Selfridge ANG Base, Michigan.

(2) Applicable Contracting Procedures. Periodically NGB-AQP issues updated versions of the construction solicitation templates for basic IDIQ MATOC contracts and construction Request for Proposal. These templates are found at Guard Knowledge Online (GKO) Resource Management/Acquisition Homepage/Contracting tools and Templates. These templates should be used unless prior coordination is accomplished with NGB/AQP. Coordination documentation shall be placed in the solicitation file.

SUBPART 36.2 – SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION

36.203 Government Estimate of Construction Cost.

“Assure Government estimates in excess of \$100,000 are signed and dated by the program manager/engineer and marked “For Official Use Only” (FOUO). Cancel FOUO marking at award and place estimate in contract file tab A-2.” Note: summary totals are releasable. Backup detail work sheets are not releasable under FOIA. Check with local judge advocate prior to release of anything more than summary data.

36.209 Construction Contracts With Architect-Engineer Firms.

The PARC may approve (without power of re-delegation) award of a construction contract to the firm that designed the project.

36.213-2 Presolicitation Notices.

(S-100) The requirement to issue presolicitation notices for construction requirements is waived by the NGB PARC. Contracting officers are advised to use discretion in applying this waiver and should continue to issue Notices, when in their judgement the Notice would significantly enhance competition among eligible construction contractors.

36-213-3 Invitation for Bids

(S-100)(e) Unit Price or Combination Lump Sum/Unit Price Acquisition Procedures.

(1). Policy and guidance for processing all ANG/ARNG paving requirements throughout all National Guard Contracting Offices.

(2). FAR 36.207 authorizes the use of three methods for determining the total price of firm-fixed price contracts: lump sum, unit price, and combination of unit price and lump sum.

(3). The three pricing methods are defined as follows:

(a) Lump Sum - Firm-fixed price dollar amount offered by the construction contractor for the completion of the project IAW the plans and specifications. This method is used when the quantities of work can be reasonably identified by the contractor from the plans and specifications without a substantial contingency.

(b) Unit Price - The total price of the contract is derived from the total of the individual unit prices multiplied by their respective estimated quantities. The estimated quantities are the educated assumptions of the A/E, and are the quantities believed required to complete the project. This method is used when the quantities of all of the individual work elements cannot be determined without a substantial risk/contingency to the bidder.

(c) Combination Lump Sum & Unit Price - The total price of the contract is derived from the total of the individual unit priced work elements, based on estimated quantities, and a lump sum bid submitted by the bidder for the remainder of work. This method is used for large quantities of paving or when some of

the work item quantities cannot be determined without a substantial contingency, and other elements may be determined within sufficient detail to allow a lump sum price on that portion of the work.

(4). Experience has shown that when the unit price or combination lump sum/unit price method is used, full time technical on-site surveillance (Type C Service) is needed to measure and verify the quantities of work completed and authorized for payment. All quantities for a unit priced or combination lump sum/unit price type contract shall be reconciled prior to final payment. Payment to the contractor is based on the actual quantities used multiplied by the unit price.

(5). When using the unit price or unit price/lump sum pricing methods, solicitations shall include FAR clause 52.211-18, Variation in Estimated Quantity. This clause advises the contractor that if actual quantities are within 15 percent (up or down) of the estimated quantities listed in the bid schedule, the unit price bid by the contractor will be used to make payment to the contractor for the quantity delivered. For variations above 115 percent or below 85 percent of the estimated quantity, either the Government or the contractor may request an adjustment to the unit price, which will then be multiplied by the actual quantity to determine the adjustment to the total contract price. For example:

If the estimated quantity for 4" pavement repair is 1000 SF, the actual quantity is determined to be 1100 SF and the awarded unit price is \$1.00/SF, the adjustment to the contract price would be an increase of \$100.00 (100 SF X \$1.00 = \$100.00). The awarded unit price is used for any quantity adjustments within an 85 percent to 115 percent variation range or 850 SF to 1150 SF in this case. For actual quantities below 850 SF or above 1150 SF, either party may request an equitable adjustment to the awarded unit price of \$1/SF.

(6) During the planning phase, the Contracting Officer and the technical representative shall determine the pricing method. During the A/E Criteria Review Conference, the Contracting Officer will identify to the A/E the various pricing methods available so he may assist the Contracting Officer in determining the most efficient pricing method. The method selected will, of course, be based on quantity contingencies of the individual work elements. The pricing method(s) should be chosen in accordance

with FAR 36.207. The following decision chart may be used in determining appropriate pricing method(s). (NOTE: Contractor mobilization costs are to be prorated to the respective unit priced and/or lump sum bid items.)

PRICING METHOD DECISION CHART

Bid Pricing Decision Statement:

Lump Sum:

All quantities of work can be determined with relative certainty.

Unit Price:

Quantities of work cannot be determined to permit a lump sum offer without a substantial contingency or the requirement involves large quantities of paving.

Lump Sum/Unit Price:

Some quantities may be determined with relative certainty and other quantities of work cannot be determined without a substantial contingency.

The final decision in determining which pricing method is most appropriate for the project will be made prior to design and will be a joint effort of the Architect-Engineer, NGB Project Manager, and the Contracting Officer.

(Typical) NOTES TO BIDDERS:

1. Bidders are required to submit a unit price for all items listed above. Failure to provide a unit price for all of the line items will result in the rejection of the bid as non-responsive. Further, bids determined to be unbalanced as to individual unit prices will be rejected as non-responsive.

2. Contractor is to pro rate mobilization costs to the respective unit priced and lump sum bid items.

*3. Quantities listed in the bid schedule are estimated only. No claims for anticipated profits, loss of profits, or damage of any sort due to differences between the estimated quantities of any item included in the original work will be allowed. Reference FAR 52.211-18, "Variation in Estimated Quantity". UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR PERFORM WORK IN EXCESS OF THE ESTIMATED QUANTITIES WITHOUT THE EXPRESS WRITTEN OR VERBAL PERMISSION OF THE CONTRACTING OFFICER.

4. Reference Solicitation Provision, "Bid Guarantee". Each bidder shall submit with the bid, a Bid Bond (Standard Form 24) with good and sufficient surety of sureties acceptable to the Government or other security as provided in the solicitation provision above.

36.213-70 Additive or Deductive Items

The Contracting Officer shall evaluate specifications to develop a proper bid schedule. When additive or deductive bid items are included, DFARS Clause 252.236-7007 becomes the basis for bid evaluation and award. The procedures outlined in DFARS 236.213-70 and 236.570(b)(5) shall be followed.

Additive or deductive bid items are not used in the RFP Process. Items that would otherwise be ABI/DBI in the IFB process will be options in the RFP process. Procedures in NGFARS 17.2 (s-100) shall be followed.

36.303 (S-100) Design Build Acquisitions

(a) Open Market, non MATOC, design build projects shall be procured using the two phase method described in FAR. Contracting Officers must receive approval of NGB/AQ prior to soliciting Design Build projects using one phase procedures.

(b) **DESIGN BUILD (DB) SPECIAL CONTRACT REQUIREMENTS (SCR)** are included in the ATTACHMENT section of NGFARS. Include in TOC DO RFP and Award and Basic Contract. Include in Single Project Design Build RFP and award in Section 00800.

SUBPART 36.5 - CONTRACT CLAUSES

36.513 Accident Prevention

(S-100) Construction contract clause FAR 52.236-13 Accident Prevention in paragraph (c) mandates the use of EM 385-1-1. All interim changes (changes made between publication of new editions) to the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, will be posted on the Corps of Engineers Headquarters Website. The date that it is posted will become the official effective date of the change. The contract clause specifies the use of the EM effective on date of solicitation. It is

the policy of the National Guard that our construction contracts will be administered based on the language in FAR 52.236-13. The EM 385-1-1 required in our contract is the edition (with changes) effective on the date of solicitation. The website location where these changes can be found is under the button entitled, "Changes to EM", located at:
http://www.hq.usace.army.mil/soh/hqusace_soh.htm .

During the pre-construction conference, when the EM 385-1-1 is issued to the construction contractor, it is the responsibility of the contracting officer or administrator to assure the contractor understands they shall comply with current version of EM 385-1-1. Also assure the contractor understands how to access changes to the EM on the Corps of Engineers website.

36.515 Schedules for Construction Contracts.

(S-100)(a) When performance time is fifty-nine (59) days or less, the Contracting Officer shall establish an adequate control system to monitor the contractor's performance.

(b) The Contracting Officer shall follow the provisions of FAR 36.515 for contracts and modifications with a performance time of 60 calendar days or more. Contract progress schedules and reports shall be required.

(1) AF Form 3064 (Contract Progress Schedule) and AF Form 3065 (Contract Progress Report), or a computer generated form, shall be used to satisfy the requirements of FAR Clause 52.236-15, "Schedules for Construction Contracts". The contractor should submit the progress schedule within 5 days after receipt of Notice to Proceed, or as determined by the Contracting Officer. (NOTE: For projects estimated to cost over \$1,000,000, a requirement shall be included requiring the contractor to prepare and maintain a Critical Path Method (CPM) construction schedule or AF Form 3064, "Contract Progress Schedule". Reference ANGETL 02-1 (Air National Guard Design Objectives and Procedures) December 2002, found at <https://airguard.ang.af.mil/ce.>)

(A) The original contract progress schedule shall be maintained in a readily accessible file/location within the contracting office.

(B) A signed copy of the contract progress schedule shall be given to the contractor and the

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Contracting Officer's Representative (COR). If the proposed schedule is unacceptable, it shall be returned to the contractor for revision. The Contracting Officer shall specify the time for resubmission.

(2) The following instructions are in addition to the instructions found on the back of AF Form 3064:

(A) Block 2 - Use the actual date the contract performance period begins as determined by the receipt of Notice to Proceed.

(B) Block 3 - Use the scheduled completion date established by the contract terms.

(C) Block 6 - Use the date the contractor physically starts work on the contract/project.

(D) Block 7 – Self explanatory (cannot be entered until work is completed).

(E) Column B - Work elements shall be in sufficient detail to identify all elements of work required to complete the project. Work elements shall be limited to the tasks which can be readily identified and measured by the Government inspector. Such elements as "ordering materials" or "preparatory work" should not be allowed. However, some contracts require supplies/services with very long lead times. While delivery time for long lead items is included in the construction period, any delay will impact the performance schedule. As a result, the performance schedule's critical path must recognize long lead time items that could delay performance. This is because long lead time is relative to the total performance period and the critical path of the work.

(F) Column D through Q - These columns are used to show the contractor's planned periodic progress. Above each column, show the ending date for the period covered by that column. The period covered by each column shall not be more than one month. (NOTE: The Contracting Officer may require a shorter period (weekly, biweekly, etc.) for measuring the contractor's performance progress.) The progress report dates shall correspond with the dates

in each column. The top half of the block under each column shall be used by the contractor to show the planned percentage of each work element to be accomplished during that period. The percentage contained in Columns D through Q for each work element shall equal the percentage in Column C. Total each column and enter the total on the top half of line number 16. The totals under Column D through Q shall equal 100%.

(G) Starting at the bottom right hand corner of Block 15 of the progress schedule form, number upward from 0 - 100 in increments of 5, or some similar appropriate increment.

(H) Beginning at the lower left corner of Block 15 of Column D, the contractor shall graph his proposed progress using a broken line.

(3) When there is a change in the contract performance period, the progress schedule shall be revised, or a new progress schedule obtained.

(4) A monthly progress report (AF Form 3065 or computer generated form), or shorter period as determined by the Contracting Officer, shall be submitted by the contractor covering each period in Column D through Q of the progress schedule. The Contracting Officer shall ensure progress reports are submitted by both the contractor and the Government COR promptly at the end of each progress period.

(A) Upon receipt of the progress reports, the Contracting Officer shall compare the progress reports with the progress schedule to ensure no more than a 10% variance exists. The Contracting Officer shall take appropriate action to resolve any variances greater than 10%. The contract file shall be documented to indicate the action taken by the Contracting Officer.

(B) The basis for progress payments is the approved COR's progress report.

(5) Upon completion of the contract, the actual completion date shall be entered on the AF Form 3064 and the form, together with all supporting copies

of AF Form 3065, shall be filed in the contract folder as permanent records.

PART 36 - CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS

SUBPART 36.6 - ARCHITECT-ENGINEER SERVICES

36.601-3-90 Applicable Contracting Procedures

(b)(S-100) Indefinite Delivery contracts may only be awarded for professional services identified under FAR 36.601-4(a)(1) through (4). Such services include, but are not limited to, construction, repair, and maintenance projects (production and delivery of designs, plans, drawings, specifications, or supervision and inspection of construction) and the preparation of project books and/or Statements of Work.

(S-101) (1). In an effort to keep A-E administrative lead time to a minimum, NGB/CEE and NGB-AQ agreed upon the following policy: Contracting Officers shall issue the A-E RFP no later than at the conclusion of the criteria review conference (CRC)

(2). Contracting Officers are encouraged to provide the A-E with a detailed briefing describing the contents of the RFP as a part of the CRC. A-E's should be briefed in detail on all salient administrative and contractual aspects of the contract. Some of the areas to be discussed would include an explanation of:

a. Types A, B, C services and the code and criteria review;

b. The phasing of the services and how the Government options impact the A-E insofar as the A-E must start and stop work awaiting Government incremental reviews on the project;

c. The schedule the A-E is required to adhere to for each phase of design;

d. The A-E's price proposal to include the breakdown as provided on the A-E Fee Proposal Worksheet. A discussion of allowable and unallowable costs in G&A calculation; what is included as a part of labor burden (indirect labor); the basis upon which the Government will determine

profit (to include the requirement for an DCAA audit if proposal is expected to exceed \$550,000).

e. The type of contract that is contemplated; that is: firm-fixed price;

f. How the contract will be negotiated (e.g. based upon the labor hours required for each of the disciplines required under the contract) and what effect future changes may have on overall contract price;

g. The requirement that the A-E will be required to design within the funding limitation provided.

NOTE: The above list is not all-inclusive and should be added to at the discretion of the Contracting Officer. The Contracting Officer should set a time limit upon which the Contractor has to submit his price proposal. Normally this should be two weeks following the CRC.

(3). In order to help prepare A-E's for the CRC, they should be furnished a copy of the project book or statement of work at least two weeks prior to the CRC so that they have some understanding of the Government's requirements prior to the meeting. A-E's should also be invited to have any consultant's whom they wish, to attend the conference also.

(4). Because the Government is not under contract with the A-E at the CRC, the A-E should not be tasked with such inappropriate duties as recording the CRC minutes. Once the A-E is under contract, note taking at meetings by the A-E is considered both necessary and appropriate. The Base Civil Engineer (BCE) should be the activity designated to insure accurate and complete notes are maintained at the CRC. At the conclusion of the CRC, all interested parties should sign the notes and copies distributed to each attendee. Minutes of the CRC will be attached to the project book or statement of work as an addendum. The A-E should be advised that the CRC minutes will become a part of the ensuing contract.

(S-102) Indefinite delivery type contracts for A-E services shall only be used where the acquisition team (chiefs of the local contracting and engineering office) has determined that individual A-E selection procedures are not practical or economical, and that the use of an indefinite delivery type contract is otherwise in the best interest of the Government. This written determination shall be included in the

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contract file. No requests for authority to negotiate (POM) or proposed contract award files will be forwarded to NGB-AQ for approval unless prior A-E selection approval has been obtained, in writing, from the Directorate of Engineering Services (ANG/CE).

CAUTION: Objective of authority to use A-E selection procedures is to contract with the most highly qualified firm with which a fair and reasonable price can be negotiated. When a reasonable price cannot be negotiated, a best and final offer is obtained and COMMENCE NEGOTIATIONS WITH THE NEXT MOST QUALIFIED FIRM.

When multiple IDIQ contracts are available for use Nationally or in a State or geographic region, use of small business firms is preferred. TAKE CARE TO REDUCE UNNECESSARY WASTE OF TRAVEL COST by utilizing the technically most qualified firms geographically near the work site. Prior to outsourcing of any work assigned to a state, coordination with USPFO is required (as competition advocate and SADBUs). Use of national A-E contracts (issued by NGB-AQC or any other USPFO for use by more than one state) is authorized provided:

(1). National or regional IDIQ contractors have been evaluated and determined in writing by the responsible selection authority to be highly qualified for the instant project.

(2). Travel cost are recognized and verified as necessary due to lack of equally qualified local (to project work site) firms.

(3). The project fits within the scope of the national IDIQ as defined in the CBD announcement.

(4). Negotiations will be properly conducted, audits as required, and approvals obtained. Independent Government estimates and technical analysis of proposals will be utilized in formulating price negotiation objectives. Statements of work will be negotiated. There shall not be any instances of accepting the A-E proposal without discussion of the SOW relative to the A-E's proposal and differences between it and the Government Estimate. Document the results of these discussions in the price negotiation memorandum.

(5). The USPFO as SADBUs must state in his/her approval to use other than local contracts that NGB goals for small and minority business have been considered.

(S-103) Reserved

(S-104) If the Contracting Officer intends to include an option to extend contract services in the

solicitation/contract, then this intent must be included in the initial Fed Biz Ops announcement.

(S-105) The Contracting Officer shall ensure that appropriate lead time is provided for in the acquisition plan to allow for field pricing support or a DCAA audit of proposed labor rates and overhead costs. Waivers to this audit requirement shall be prepared and documented in accordance with FAR 15.404-2.

(S-106) Limitations on the Use of Indefinite Delivery type Architect-Engineer contracts:

(1) Indefinite delivery type contracts may be used only where multiple architect-engineer efforts are anticipated. These contracts will be awarded for a base period of one year and up to four option years as determined by the acquisition team. Number of option periods anticipated must be specified in the original CBD notice. Such contracts, as extended shall not exceed five years in duration

(2) A-E individual delivery task orders shall not exceed the annual / option period ceiling (currently \$2M per year). **Recommend** requirements in excess of \$550,000 be solicited as individual A-E contracts. When the contracting officer elects to place a delivery task order in excess of \$550,000 a memorandum must be placed in the file determining why this is appropriate. The total of all orders under each individual (12 month) contract period, as stated above, shall not exceed \$2 million. If the ceiling amount is or will be used up before the end of the current contract period the next option period (if any) may be started early. (See (4) below) **When an A-E IDIQ contract is advertised and awarded, by a USPFO P&C Office, as a regional (multiple States) contract, the annual \$2 M ceiling may apply to each State individually, provided it is so described in the CBD announcement and the total ceiling and each states' ceiling are defined in the contract.** Agreement of each USPFO is required before their State is included in a regional contract.

(3) Reserved

(4) The scope of such contracts should be made as specific and non-duplicative as possible to reflect the approved requirements of specified installations rather than a broad category of architect-engineer efforts.

(5) Reserved

(6) It is recommended A-E indefinite delivery contracts be synopsisized and awarded for use by both the ARNG and ANG contracting offices within a State or Geographic Region. The contracting officer shall include wording in the synopsis and contract for optional use by other contracting offices.

(7) When an A-E IDIQ contract is used "A", "B", and "C" services may be negotiated as one task order or separate task orders. The Acquisition Team may determine when developing the acquisition plan that negotiation of Type B and/or C services may not be prudent until completion of Type A services. Negotiating separate task orders shall not be based solely on splitting the requirement to avoid selecting a separate A/E contractor. For the purpose of determining review requirements, the aggregate total of "A", "B" and "C" services applies. If the acquisition team determines it is more appropriate to utilize the IDIQ contractor, rather than negotiate a stand-alone contract for design, the acquisition team's written determination must state that the IDIQ contractor is a highly qualified firm for the design of the project in question.

(8) Evaluation of A-E contractor past performance during selection and award process. Contact U.S. Army Corps of Engineers electronic A-E Contract Administration Approval System. Internet address is: <https://www.nwp.usace.army.mil/ct/i>

36.602-2 Evaluation Boards

(S-100) One selection board may accomplish both pre-selection and selection functions. The formation and composition of selection boards shall be in accordance with the following:

(1) The pre-selection and final selection boards shall be established in accordance with FAR 36.602-2, DFARS 236.602-2 and ANGI 32-1023 or NGR (AR) 415-5.

(2) The Contracting Officer shall ensure a contracting representative is appointed to and serves as a non-voting member on each board. The same non-voting member may serve on both boards.

(3) Prior to convening the pre-selection board, the BCE/FMO shall provide to the Contracting Officer

a formal letter listing the qualified potential board members eligible to serve as voting members on either board. The BCE/FMO shall ensure no conflict of interest exists between the board members and the firms being considered. The BCE/FMO is responsible for verifying that the voting members of the board possess the requisite qualifications to serve on each board (Ref FAR 36.602). If the Contracting Officer has a question in connection with the qualifications of any board voting member, the matter shall be referred to the BCE/FMO and the issue shall be mutually resolved.

(4) The BCE/FMO shall coordinate times and dates with the Contracting Officer prior to convening the boards. Boards will convene in accordance with ANGI 32-1023 or NGR (AR) 415-5.

(5) The non-voting Contracting Representative to the boards shall accomplish the following:

(a) Brief the boards on all acquisition regulation requirements and standards of conduct;

(b) Ensure the board's proceedings are conducted in accordance with regulatory procedures; and

(c) Ensure that the boards only consider and use the selection criteria (in the order of importance) listed in the Federal Business Opportunities (FedBizOpps or FBO) announcement.

36.602-3 Evaluation Board Functions

(S-100) The pre-selection process review shall take place as follows:

(1) The BCE/FMO shall forward the pre-selection board appointment orders, board report/minutes, the original evaluation worksheets of the pre-selection board, board tabulation results, and the selected firms to the Contracting Officer. The Contracting Officer shall promptly (within two working days) review the selection process and verify the results of the pre-selection board.

(2) If no discrepancies are found, the Contracting Officer shall approve the selection process of the pre-selection board. The firms on the final pre-selection list shall be notified by the Contracting Officer of their selection.

(3) The Contracting Officer shall notify the BCE/FMO that the pre-selection process has been approved. After notification, the Contracting Officer shall provide the selected firms with a copy of the approved project book and shall coordinate with the BCE/FMO and request they convene the final selection board.

(4) The Contracting Officer may conduct a technical requirements conference with all selected firms. The purpose of the technical requirements conference is to convey to all selected firms the Government's concept of what is required of the successful A-E firm.

36.602-4 Selection Authority

(S-100) The final selection process review shall take place as follows:

(1) For projects expected to exceed \$500,000, the BCE/FMO shall comply with the special approval requirements of ANGI 32-1023 or NGR (AR) 415-5.

(2) The final board minutes should be clear, concise and accurately reflect the results of the discussions. As a minimum, the minutes shall contain a standard set of questions posed to each firm.

(3) The BCE/FMO shall forward the final selection board appointment orders, board report/minutes, the original evaluation worksheets of the final selection board, the board tabulation results, and, if applicable, special approval, to the Contracting Officer. The BCE/FMO shall rank order the selected firms with recommendation to the Contracting Officer to begin negotiations with the first-ranked firm. The Contracting Officer shall review the final selection process and verify the results of the final selection board.

(4) If no discrepancies are found, the Contracting Officer shall approve the selection process of the final selection board.

(5) The Contracting Officer shall notify the first-ranked firm with whom negotiations will be conducted.

(6) Release of information on firm selection. Per FAR Subparts 36.607 and 5.401, the Contracting

Officer may release information only identifying the A-E firm selected and with whom negotiations will be conducted, or with whom an award has been made.

(7) The BCE/FMO shall ensure that a final detailed Independent Government Estimate (IGE) is prepared and submitted to the Contracting Officer prior to scheduled receipt of the A-E's proposal.

36.603 Collecting Data on and Appraising Firms Qualifications

(S-100) Receipt and processing of SF 254's and SF 255's (both will be replaced by SF 330) shall be in accordance with the following:

(1) The Contracting Officer shall prepare a receipt ledger for the SF 254's and SF 255's. The receipt ledger shall contain, as a minimum, the project title, the name of the firm submitting a response, and the date received.

(2) The BCE/FMO shall review their current SF 254 data base files for any additional eligible firms that can be considered for the project. The BCE/FMO shall submit to the Contracting Officer, prior to the deadline established in the FBO (or the CBD, if published prior to 01 January 2002) announcement, the names and addresses of any additional eligible firms in their SF 254 data base files. (NOTE: The BCE/FMO shall maintain a current data base file of SF 254s since these forms pertain to firms' statements of qualifications and performance regarding their experience in A-E services.)

(3) The Contracting Officer shall compile a formal list of eligible firms and forward the listing as well as the responses (e.g. SF 254's and SF 255's) to the BCE/FMO.

(4) All SF 254's and SF 255's received before the selection board convenes should be considered.

(NOTE: Upon successful selection, negotiation, and award of the A-E contract, the Contracting Officer shall obtain and retain all SF 255's as a permanent record for the contract file. This is because the SF 255's are Project-Specific", form a history of the A-E firms that responded to the project's FBO (or the CBD, if published prior to 01 January 2002) announcement, and were evaluated for consideration

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for that particular project for that procurement.)

36.606 Negotiation.

(a)(S-100) Negotiations shall be conducted in accordance with (IAW) FAR 36.606.

(NOTE: Contracting Officers shall also comply with DFARS 236.606-70 for the Statutory Fee Limitation, NGFARS Part 15.406 for price negotiation requirements, and NGFARS Part 15.404-4 for profit).

(S-101) The Contracting Officer should normally initiate negotiations within 90-120 days from the date of publication in Federal Business Opportunities (FedBizOpps or FBO) of the notice of intent to contract for Architect-Engineer (A-E) services. If negotiations have not been initiated within eighteen (18) months, the requesting activity, and all short-listed Architect-Engineer firms, shall be notified by the Contracting Officer that the requirement has been canceled.

36.609-70 Supervision and Inspection Services

(S-100) On individual A-E design contracts, if Inspection and Testing (Type "C") Services were negotiated but not awarded within the period prescribed in DFARS 252.236-7009, the Contracting Officer may renegotiate the fee for those services with the A-E firm. Additionally, Type "C" Services (Professional or Inspection) should be negotiated as part of original contract award. Award of "C" services option should be exercised as a standard option within the specified option period. "C" services may be negotiated and awarded after expiration of option period provided the option requirement was included in the CBD announcement of the basic requirement.

SUBPART 36.7 – STANDARD FORMS FOR CONSTRUCTION, ARCHITECT-ENGINEER SERVICES AND DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS.

36.700 Scope of Subpart

(S-100) Contracting Officers – **For construction contracts, use the Construction Specification Institute (CSI) format.** Use of Uniform Contract Format (UCF) for construction contracts is permissible but not recommended.

PART 37 – SERVICE CONTRACTING

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SUBPART 37.1 – SERVICE CONTRACTS - GENERAL

37.101 Definitions

The definition of “service contract” is that stated in FAR 37.101.

37.102(b)(S-100) Food Service Contracts

(b)(S-100) Full Service Food Contracts for dining facilities should utilize the Master Clause Matrix, which is located on the <https://gko.ngb.army.mil>.

The contract type can be a firm fixed price, commercial item, requirements or indefinite delivery/indefinite quantity (IDIQ). If it is an IDIQ, minimum and maximum dollar values will be required. If it is a requirements type of contract, minimum and maximum dollar values can be used pursuant to FAR 16.503 a. 2.

One can also obtain sample SOW's by contacting CW5 Harold Wayne Jaquett for NGB Army food service matters, (703) 607-7494, Harold.Jacquett@ngb.army.mil or Sgt. Greg Jacobik, greg.jacobik@ang.af.mil for NGB Air Force food service matters, (301) 836-8169. Also see <https://www-r.afsv.af.mil>

37.104 (b)(i)(S-100) Contractors in the Government Workplace

(1) Deleted

(2) Contracting officers are to remind CORs/QAEs of the requirements of FAR 11.106, "Purchase descriptions for service contracts," when drafting purchase descriptions for service contracts. Specifically, requiring activities shall ensure that inherently governmental functions (see FAR Subpart 7.5) are not assigned to a contractor. These purchase descriptions shall:

(A) Reserve final determination for Government officials,

(B) Require proper identification of contractor personnel who attend meetings, answer Government telephones, or work in situations where their actions could be construed as acts of Government officials unless, in the judgment of the agency, no harm can come from contractor personnel failing to identify themselves; and

(C) Require suitable marking of all documents or reports produced by contractors. Proper identification should also include email addresses.

(3) Contracting officers are reminded to review the descriptive elements listed in FAR 37.104 to ensure that they do not enter into a contract that may be perceived as being personal in nature. Contracting officers should document their analysis and determination that the service contract is not for personal services and place this determination in the contract file.

(4) The most effective way to reduce the risk of establishing a personal services relationship is to form a physical separation between the contract employees and Federal workforce. In administrative support positions, this is often accomplished through a pooling arrangement. However, recognizing that proximity is often needed to ensure efficiency, a number of steps should be taken to reduce the vulnerability if the Federal employees and contract employees must remain in close physical proximity.

(A) Start with the contract. Ensure that the contract clearly specifies all expected tasks and work products.

(B) Use the contract as your guide. Limit work assignments provided directly to the contractor employee to those specifically addressed in the contract. Provide all other requests for new work to the contracting officer. As appropriate, the

contracting officer will incorporate the tasks into the contract or make a new purchase.

(C) Engage the contractor employee's supervisor/contract manager. Ensure that the contractor has appointed a contract manager or employee supervisor. Ensure employee's supervisor makes regular contact with their employees and is responsible for all performance, discipline, training, and work assignments not specifically addressed in the contract. All issues regarding performance, training and discipline shall be addressed to the contract manager/employee supervisor through the Contracting officer or COR and not directly to the employee. ***Supervision of contract employees by a Federal Employee or a State Employee supporting a Federal mission, is substantial evidence of an improper personal services contract.*** If a personal services relationship exists, the contract employee could be entitled to use of the Federal employment discrimination complaints process.

(D) Train and re-educate. Provide training and periodic re-education to supervisors and managers who interact regularly with contractor employees in the workplace or manage contract work. In order to avoid personal services relationships, supervisors and managers must understand how to determine whether an improper relationship exists, consider the various elements of supervision including assigning work, evaluating performance, giving instructions, providing training, making personnel selections, and controlling time and attendance. Do not focus on any single element or behavior, but rather on the whole relationship. Generally, when it becomes difficult to distinguish between the contract employee and Federal employee in the work setting, an employer/employee relationship may be construed.

(5) Contracting officers (with assistance of CORs and customer) should conduct an annual review of current contractor personnel providing services and take appropriate actions to ensure that there is no appearance of personal services. Should you have any questions on the information provided above, or need any further assistance, please contact NGB-AQP, DSN 327-0991.

(6) **Fed Source – FBA -- CASU**

Requirements offloaded under the authority of: § 403 of the Government Management Reform Act (GMRA) do not rely upon the authority of the Economy Act.

However, requirements of applicable procurement laws do apply to these offloads. An outside agency such as Department of Treasury (<http://www.fedsources.gov>) is not responsible to enforce DoD or Army policy. Any errors made by an outside agency on behalf of their customer are the responsibility of the customer.

Cautions – evaluate these issues relative to your needs.

(a) FBA – CASU says that you can hire a temporary for up to 5 years. No outsourcing, or competition of permanent title 5 jobs. Contracts for services such as project management, engineering and analyst studies, and inspection of construction are appropriate when purpose is to achieve maximum effectiveness or economy in operations.

However, recommend you check with your local JAG, 5 CFR 300, Subpart E may apply to your situation and that limits temporary employment to 120 workdays within the term of 24 months or if certain conditions are met allows 240 days. If 5 CFR applies then FAR 37.104 applies and agency head approves action.

(b) Cost Estimate

- When estimating cost, include Franchise Fund & subcontractor overhead. Any market survey, cost comparison or competition conducted should be part of file documentation.

(c) Skill Categories

- Non-professional requires very limited resume, such as information normally acquired on employment application.

- Professional requires more extensive information with emphasis on abilities that demonstrate they can effectively complete the task.

- If applicable specify specific expertise needed to meet requirements of certain task.

(d) Supervision

- If more than one contractor employee will be assigned to a specific location, the contractor designates one person as task leader (if needed).

- Contractor employee performs only services covered by contract and only during periods covered by contract. No other services and only Government business will be conducted on Government premises.

- Supervision of contractor employee is responsibility of contractor. No direct Government supervision.

- Contractor employees do not have decision making or signatory authority.

- Contractor employee shall identify themselves as contractor in meetings, telephone conversations and work situations so that their actions can not be construed as acts of Government officials.

(e) Workweek and Work Schedule

- Normal 40 hour work week with arrival and departure times to conform to Government office schedule. Longer work days or alternate schedule require prior coordination.

(f) Inherently Governmental functions shall not be assigned contractor employees (FAR 7.5).

(g) Employment of current and former Government employees

- The contractor shall not employ any person who is a military member or an employee of the Government, even in that person's off duty status or retired status, if the employment of that person would be in violation of Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR Part 2635) and implementing regulations of the DoD (DOD 5500.7-R).

(h) Security Requirements

- If the contractor may be exposed to or required to handle classified material up to Secret, it must be specified in the requirement sent to the Franchise Fund Pilot Program.

(i) Service Contract Act applies.

37.104-90-2(c)(2)(i) and (ii) DELEGATION OF AUTHORITY

(S-100)

Authority to authorize stenographic reporting services is delegated to the United States Property and Fiscal Officer of each State and to the Chief, NGB-AQC.

SUBPART 37.6 Performance-Based Contracting – Sources of Training

Office of Federal Procurement Policy:

<http://www.arnet.gov/Library/OFPP/BestPractices/BestPPBSC.html>

Department of the Air Force:

<http://140.185.52.73/af/ima/lgc/lgccomp.shtml>

NCMA/NAPM "Performance-Based Service Acquisition"

<http://www.ncma-napm.org/>

Army Procurement Knowledge Center

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<http://aca.saalt.army.mil/Library/Library.htm> or

<http://dasapp.saalt.army.mil/>

See CPL 01-02 Performance-Based Service Acquisition (PBSA) Implementation Plan.

Guidebook for Performance Based Services

<http://pamweb.osdc.mil/pbsc/home.html>

SUBPART 37.9 Continuation of Essential Contractor Services During Crisis

37.9 General.

(a) Following the events of 11 September 2001, all National Guard contracting offices experience difficulty in continuation of contractor services on our facilities. This section implements DoDI 3020.37, Continuation of Essential DoD Contractor Services During Crisis.

(b) It is the policy of the National Guard contracting function to assure command designated essential contractor provided services are available during crisis. To achieve this objective, the following minimum actions are required of the contracting officer (Supervisory Contract Specialist):

(1). Annually (1st quarter of FY) brief the commander of new and existing service contracts. This includes ongoing construction and Architect-Engineer contracts. Subject areas could include: health of ongoing service contracts, significant changes, cost issues, forecast of additional services,

sourcing issues, and use of contracts awarded by others.

(2). Coordinate with customer and commander on the designation of essential service contracts. Generic description of essential contractor service is needed for each designated service.

(3). Coordinate with security and commander for procedure to be followed to assure essential service contractor(s) access to work site. Where possible, recommend separate entrance for contractor vehicles and employees during a crisis.

(4). Maintain (ANG in continuity book, ARNG as Crisis Procedure File) generic description of essential contractor services, procedural document (access to base), contractor's crisis management plan, listing of names and addresses of contractors, and Government points of contact. Home phone numbers and personal contractor information will be protected

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from release. Do not maintain this information in a contract file.

(5). Include in command designated essential service contracts a clause essentially the same as in paragraph (c) of this subpart.

(6). If the service contractor is likely to be unable to continue service during a crisis or is unwilling to agree to provide services during a crisis, the contracting officer must immediately notify the commander and customer. If known, provide estimate of number of contractor employees and man-year equivalents required.

(7). Be prepared to contract for successor or additional contractor(s).

(8). To the extent security requirements allow, recommend the contracting officer become familiar with deployment and local contingency plans to determine likely needs for additional contract services.

(c) For services designated by the commander as essential, use the following or similar contract clause. Tailor the clause to fit the service provided.

NGFARS 37.9 -- Performance of Services During Crisis Declared by the National Command Authority. (September 2002)

Services determined to be essential for performance during crisis according to DoDI 3020.37 are plant operations, emergency and urgent work request, disaster preparedness, emergency operations and infrastructure maintenance (including construction).

The services provided by this contract have been designated as essential contractor provided services and must be continued during a crisis.

The contractor shall continue providing service to _____ [for some services, 24 hours a day] until the crisis is over. The contractor shall ensure enough skilled personnel are available during a crisis for any operational emergency due to utility failure, damage control, and damage repair. A crisis management plan shall be submitted to the Contracting Officer within 10 calendar days after contract start date. The contractor shall identify essential personnel by submitting an essential personnel list to the Contracting Officer within 10 calendar days after contract start date. The list shall contain the individuals' names, addresses, social

security numbers, security clearances (if any), and duty title.

(d) Background information:

(1) Additional guidance for Army requirements is contained in AR 715-9, CONTRACTORS ACCOMPANYING THE FORCE and AR 715-16, CONTRACTOR DEPLOYMENT GUIDE. These Army references cover deployment of support contractors OCONUS.

(2) Additional guidance for Air National Guard requirements is available on a non-mandatory basis in AFI 63-124, PERFORMANCE-BASED SERVICES CONTRACTS (PBSC).

PART 39 – ACQUISITION OF INFORMATION TECHNOLOGY

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Reference Information Telecom Procurement

Part 39 – Acquisition of Information Technology

Reference Information Telecom Procurement

- FAR 39 – Acquisition of Information Technology
- FAR 16.702 – Basic Agreements
- DFAR 239 – Acquisition of Information Technology
- DFAR 239.74 – Telecommunications Services
- OMB Circular A-130 – Management of Federal Information Resources
- AR 25-1 Army Information Management
- AR 105-6 Standardized Telecommunications Program
- AR 190-16 Physical Security
- DOD DISA Reg 310.130-1

NGB-AIS all States (Log Number P99-0050) Army
National Guard Cellular Telephone Service
Policy, 19 November 1999 (expired 30 Sep 00)

7th Army Signal Command Hq,
USASC, USANETA, ATD Ft. Haachuca AZ
CML – 520-538-xxxx DSN 879-xxxx

Carolyn Burgos – NG Account Manager x-7911

Ada Veney – AFSN-TB - Reserve Account Manager
x-7934

DISA CONUS Scott AFB, IL
CML 618-229-xxxx DSN 779-xxxx

DSN service
Richard Jaworski x-8827

FTS
Mary Becker x-8847
FTS 2001

DISA places orders for long distance and
point to point services outside of your state.

Your communications person in the State
has DAR authority for base operations (PIR,
T1, DID and DOD). Base operation
requirements can be provided via State
contract or by Federal contract (requires
modification to cooperative agreement) and
7th Signal will help you establish local
Federal service contract.

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PART 42 - CONTRACT ADMINISTRATION

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SUBPART 42.15 - CONTRACTOR PERFORMANCE INFORMATION

42.1502 Policy

Subpart 42.15 – Contractor Performance Information

42.1502 Policy.

(S-100)

Recommend performance **evaluation** reports be prepared for all formal contract actions (including **construction** and **A&E contracts** and task/delivery orders) exceeding the simplified acquisition threshold. It is required performance **evaluation** reports be prepared for all formal contract actions above the threshold specified by the Director, Defense Procurement (see FAR 36.201,36.604 and 42.1502(a)). **Procedures in FAR 42.1503 (a) and (b) shall be followed for all performance evaluations, including those completed IAW FAR 36.201 and 36.604.** NGB point of contact is specified in the Area of Responsibility list issued periodically by NGB-AQP.

42.1503 Procedures.

(S-100)

The Army Past Performance Information Management System (PPIMS) can be found at <https://apps.rdaisa.army.mil/ppims/>

https://apps.rdaisa.army.mil/ppims/train/user_1st.cfm

<http://www.knox.army.mil/garrison/doc/ppims.htm>

<http://aca.saalt.army.mil/links/links.htm>

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PART 43 CONTRACT MODIFICATIONS

SUBPART 43.2 CHANGE ORDERS

43.201 GENERAL

PART 43 CONTRACT MODIFICATIONS

SUBPART 43.2 CHANGE ORDERS

43.201 General

(a) (S001) All changes to construction contracts require a paper trail, to validate the purpose of the contract change and to show the consideration that flowed to the Government for the contract modification. No change shall be made to any construction contract on the basis of a credit card micro-purchase (see 1.602-2-90).

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PART 46 - QUALITY ASSURANCE

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SUBPART 46.7 - WARRANTIES

46.710 Contract Clauses

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PART 46 - QUALITY ASSURANCE

SUBPART 46.7 - WARRANTIES

46.710 Contract Clauses.

(e)(1)(S100) A written determination to use FAR Clause 52.246-21, "Warranty of Construction", shall be made by the Contracting Officer. The written determination to use the clause shall contain, as a minimum, the criteria as set forth at FAR Subpart 46.703. The clause shall be included in the solicitation and a copy of the written determination shall be included in the solicitation file submitted for review and approval.

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AIR NATIONAL GUARD -- MOBILIZATION

5390.301 General

5390.302 Specific Command Responsibilities (See AFFARS 5390.302)

5400 Air National Guard Responsibilities

Subparts 5390.301 and 5390.302 (14 March 2002) of the Air Force FAR Supplement are incorporated for use by ANG Base Contracting Offices.

SUBPART 5390.3-MOBILIZATION OF THE AIR NATIONAL GUARD

5390.301 General.

The National Guard Bureau (NGB) is an HCA of the Army. The NGB redelegates contracting authority to the United States Property and Fiscal Officers

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(USP&FO) and the various units. **Because contracting authority does not flow through Air Force channels, MAJCOMs have no authority to develop policy affecting contracts under the cognizance of the USP&FO (see 1.103).** The responsibility for such policy remains with the NGB. Once mobilized, individual units are attached to an Air Force command. The gaining commands are responsible for ensuring that the gained units are adequately prepared for mobilization.

5390.302 Specific command responsibilities.

The gaining commands are responsible for:

- (a) Specifying which command publications shall be applicable upon mobilization. Publication requirements may differ by command and by unit based on the configuration of the unit and its mobilization plan;
- (b) Determining the size and configuration of M-day contracting UDLs based on mobilization requirements of the unit. Changes shall be recommended to Headquarters USAF through appropriate channels;
- (c) Establishing contracting training plans and objectives regarding this Supplement for use during inactive and active duty training;
- (d) Developing a plan for expedited training on MAJCOM Supplements and directives which will take place only after mobilization;
- (e) Establishing procedures and plans to ensure a smooth transition from nonfederalized to federalized status. Contracting officer warrants which become effective upon mobilization shall be issued when appropriate;
- (f) Providing, at the request of the NGB, guidance, advice, and assistance in solving specific problems associated with M-day operational readiness;
- (g) Providing staff assistance on contracting matters under the USP&FO's cognizance, provided that such assistance is requested by the NGB. Units requesting staff assistance shall send written requests through the USP&FO to the NGB;
- (h) Ensuring that gaining command PDOs supply ANG units with gaining command contracting publications and forms which will be required for mobilization. Units shall requisition Air Force publications and forms through the unit PDOs;
- (i) Reviewing and coordinating on logistics annexes to mobilization plans to ensure adequate contracting capability in a mobilization status;
- (j) Reviewing and approving any host-tenant and interservice support agreements which would become effective upon mobilization; and
- (k) Correcting Air Force IG reported deficiencies relating to mobilization capability (that is, active and inactive duty training, M-Day authorizations, and M-Day contingency planning).

5400 (S-100) Air National Guard responsibilities:

- (a) Seek out MAJCOM point of contact for deployment and coordinate requirements and plans to mobilize.
- (b) Carry National Guard contracting officer warrant to contingency location and report to AOR commander.
- (c) Whenever a unit is activated to support a declared contingency, humanitarian or peace keeping operation, the unit's Base Contracting Office shall coordinate beforehand, prior to deploying, with the gaining AF MAJCOM POC and determine if a Government Purchase Card is required. If so, the gaining AF MAJCOM and/or area AOR Commander or AOR Contracting Office shall be responsible for securing/issuing a Government Purchase Card to be activated/mobilized ANG Contingency Contracting Personnel.

(S-101) Contracting for food during contingency operations.

AFFARS Appendix CC, paragraph CC-502-1(a)(1)(i) may require CCOs to contract for food during initial build-up stages. In the event there is not an existing AIK or Host Nation Support Agreement in-place CCOs are required to check for approved food sources using VETCOM Circular 40-1 and additional theater directories located at the following link: <http://vets.amedd.army.mil/vetcom/index.html>

CCOs may gain access to this link via the Deskbook CD-Rom by searching with the keyword "food" and choosing the hit with the title Discretionary References, however, if you have trouble getting the link to operate from deskbook try typing the above address in Netscape browser for it to launch.

Once you are linked to the above website; click on the link titled "Approved Food Sources" and select the appropriate directory. Note: You must click on the blue triangle to the left of the directory to see the listing!!!! The directories list numerous sources in Saudi, Europe, and other countries.

In the event the local food source is not listed and the CCO will only be purchasing for the single installation they are assigned; CCOs can refer to AFI 48-116, para 3. This AFI states the local Public Health office can inspect these facilities and approve them for use. Please review AFI 48-116 for additional guidance.

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Additional guidance or information can be obtained by calling the Army VETCOM at Fort Sam Houston, DSN 471-6547, POC: Robert Kilburn. (This information is also on the Deskbook CD-ROM. As of March 2003 Mr. Kilburn is available at the above number.)

(S-102) G Homepage Information

To review AMC/IG inspection reports:

1. Log on to the IG homepage at <http://amc.scott.af.mil/ig/html/index.htm>
2. Click on the Performance Report System link located on the left side of webpage
3. Click on the Database link located in the middle of the page
4. Enter Username: amcig and Password: amcig
5. Click on the Login button
6. Select an Event (e.g IGX4, CR0027), Unit (e.g 319ARW), and/or UTC (e.g XFFK2) from the list
7. Note: If you don't know the unit; select the event and an UTC from the list
8. After selection, click on the Submit Query button
9. Click on the graded unit or measure
10. Continue to click on the graded AMCT/W (e.g 6.13M6) to review inspector grades and comments

To review future inspection opportunities, checklists, compliance or special interest item reports, etc:

1. Log on to the IG homepage at <http://amc.scott.af.mil/ig/html/index.htm>
2. Click on the Inspections link located on the left side of webpage
3. Review the available links and click on the pertinent one

Here is SMSgt Hunt's office information for anyone who has questions regarding Contracting/FM inspections.

Gregory V. Hunt, SMSgt, USAF
Office of the Inspector General
Headquarters Air Mobility Command
Comm: (618) 229-0572
DSN: 779-0572
greg.hunt@scott.af.mil

(S-103) Air Force Logistics Management Agency website

<http://140.185.52.73/afima/lgc/lgccomp.shtml> includes some excellent training and reference material:

- Contracting Metrics for Service Contracts
- Performance Based Service Contracting
- Commanders Guide to Contracting
- Past Performance Training Site

- Contingency Contracting
- Contracting Deployment Customer Guide
- Contracting Commanders Handbook

(S-105) EORI Credit for AEF

To obtain EORI credit for AEF and other-type taskings information is required from the Contingency Contracting Officers to evaluate the scope of their contracting duties against the METLs.

In order to see the scope of duties submit the following data to the IG contracting inspector when requesting EORI credit:

1. Purchase Request Spreadsheet Log (see AFFARS Appendix CC-502-1(c)(1))
2. Awarded Contracts Spreadsheet Log (see AFFARS Appendix CC-502-1(c)(1))
3. GPC C.A.R.E. Report (for purchases made during deployment)
4. After-Action Report (see AFFARS Appendix CC-502-4(a)(3))

AFFARS Appendix CC, para CC-502-1(c)(1)

The CCO shall maintain files/registers for contracts, BPAs, and purchase orders to record all contracting actions. The records will include: Purchase Request Number, PIIN, date of purchase or award, name of vendor or contractor, dollar amount (U.S. dollars); and a brief description of supplies or services. Dispose of documents according to AFI 37-138, Records Disposition - Procedures and Responsibilities, and AFMAN 37-139, Records Disposition Schedule.

AFFARS Appendix CC, para CC-502-4(a)(3):

(3) After-action report. Within 30 days after redeployment, each CCO shall submit an electronic after-action report to their National Guard Bureau representative. After-action reports shall specifically address:

(i) A formal update of site survey information concerning potential sources of supply to include items obtained through the U.S. Embassy, host nation support, or servicing U.S. military installations;

(ii) Problems encountered with the contracting process to include local customs, shortages of supply within the local economy, local political or diplomatic impediments, language difficulties, funding, currency exchange rate fluctuations, and security issues or concerns;

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(iii) Local transportation, billeting, and communication resource availability;

(iv) Evaluation of any Host Nation Support Agreement or comparable understanding, Status of Forces Agreements, if applicable, and the impact of these agreements upon contingency contracting within the area (applies to overseas contingency);

(v) Adequacy of facilities, equipment, and other support provided by the deployed commander and the OPLAN under which the deployment was conducted. Specific modifications required for future deployment plans to this or other locations;

(vi) Any specific problems that could be anticipated to support an extended exercise or contingency operation at this location; and

(vii) Special personnel requirements (rank, gender, skill level, etc.), contingency kit requirements, or individual clothing and equipment requirements to meet mission demands in this area.

FORMS AND CHECKLIST

CHECKLIST FOR PERFORMANCE AND PAYMENT BONDS

- | | YES |
|--|------------|
| 1. Is the performance bond executed on the correct form (MAY 1996 REV.)? Payment bond (OCT 1998.)?..... | () |
| 2. Is the execution date the same as or later than the contract/award date?..... | () |
| 3. Is the principal's name on the bonds and contract exactly the same?..... | () |
| 4. If the principal is a partnership or joint venture, are the partners names listed in the principal's block in the upper left hand corner of the bond form with the trade-name?..... | () |
| 5. Is the type of organization correctly checked on behalf of the principal?..... | () |
| 6. Is the state of incorporation listed on behalf of the principal?..... | () |
| 7. Is the surety's name exactly as listed on the Treasury Department Circular and is it' business address listed?..... | () |
| 8. Does the penal sum on each bond comply with FAR 28.102-2?..... | () |

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9. Is the penal sum of the performance bond within the surety's underwriting limitation from latest TD Circular?.....()
10. Is the contract date on the bonds the same as the award date in block 31C on Standard Form 1442?.....()
11. Is the contract number on the bonds the same as the number in block 4 on Standard Form 1442?.....()
12. Did the principal execute the bonds? Is the typed name and title beneath the signature?.....()
13. Is the corporate seal affixed to the bonds on behalf of the principal and does it read the same as the name in the principal's block in the upper left corner of the bond form? If not, citation from state law which states that a seal is not required to bind the corporation must be furnished.....()
14. Is the name and address of the surety company listed?.....()
15. Did the surety execute the bonds? Is the name and title typed or printed beneath the signature?.....()
16. Is the corporate seal affixed to the bonds on behalf of the surety?.....()
17. If co-sureties are executing, did each surety set out exact dollar amounts assumed against penal sum of bond in block marked Liability Limit opposite its name, and do these figures total the penal sum of the bond?.....()
18. If the bonds were executed by a foreign surety company, is the commensurate statement included with the bonds?.....()
19. Is the original power of attorney for the surety company attached to the bonds?.....()
20. Is there a block on the power of attorney for the penal sum of the bond? If so, does it include penal sum of each.....() bond? (It can be one total for both bonds or each penal sum listed separately).()
21. Does the power of attorney require an SBA Guarantee Agreement? If it does, it must be furnished with the power.....()
22. Is the Attorney-in-Fact's name on the bonds the same as on the power of attorney?.....()
23. Is the certification date on the power of attorney the same as or later than the bond execution date?.....()
24. Has the corporate seal been affixed on the power of attorney at the signature of the certifying officer?.....()
25. Are Reinsurance Agreements on the correct form (AUG 1990 REV.)?.....()
26. If an irrevocable letter of credit is furnished, it must comply w/FAR 28.204-3 & the determination from local legal must be furnished.()
27. **FOR INDIVIDUAL SURETIES ONLY:** Is the individual surety's name and business address listed?.....()
 - a) Do bonds comply with FAR 28.203 - only authorized assets used & escrow accounts set up and attached to the bonds?.....()
 - b) If real estate is used, are all of the required forms executed properly and do they comply with FAR 28.203-3?.....()
 - c) Did the individual surety execute the bond and is the name typed beneath the signature?.....()
28. **HAVE ALL CHANGES OR CORRECTIONS ON THE BONDS BEEN INITIALED BY THE PRINCIPAL AND THE SURETY?**.....()
29. Are all of the following documents being forwarded to the US Army Bonds Team?.....()
 - a) original signed bonds.....()
 - b) certificate of authority for principal when executed in a representative capacity?.....()
 - c) reproduced completed copy of the contract/award page SF 1442 front and back?.....()
 - d) copy of contract pages which contain the following:
the bond requirement.....()
the type of contract (e.g. requirements, indefinite quantity).....()
 - e) **A RETURN SELF ADDRESSED ENVELOPE?**.....()
 - f) a copy of this completed form with all questions entered "Y" and names and telephone numbers listed below?.....()
30. **IF YOU CAN NOT ANSWER YES, YOU MUST TAKE THE NECESSARY STEPS TO HAVE THE PROBLEM(S) CORRECTED BEFORE SUBMITTING TO BONDS TEAM.**

Reviewer's Name and Phone No.

Contract Specialist's Name & Phone No.

JALS FORM 892 (REV. 3/97)

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CHECKLIST

Transmitted To:

Date: _____

Project No./Title: _____

☐ Initial ☐ Documents not included with initial package.

Indicate in the remarks section the expected receipt date for all items not forwarded with the

	<u>Enclosed</u>	<u>See Remarks</u>
1. NGB Approval to Advertise	<input type="checkbox"/>	<input type="checkbox"/>
2. DD Form 1391	<input type="checkbox"/>	<input type="checkbox"/>
3 Government Estimate	<input type="checkbox"/>	<input type="checkbox"/>
4. AF Form 9/DA Form 3953 (with appropriation data) Certificate of Funds Availability	<input type="checkbox"/>	<input type="checkbox"/>
5. Proposed Synopsis	<input type="checkbox"/>	<input type="checkbox"/>
6. Statement of Liquidated Damage	<input type="checkbox"/>	<input type="checkbox"/>
7. Specification	<input type="checkbox"/>	<input type="checkbox"/>
8. Drawings	<input type="checkbox"/>	<input type="checkbox"/>
9. Environmental Clearance	<input type="checkbox"/>	<input type="checkbox"/>
10. Consolidated List of Material Submittals	<input type="checkbox"/>	<input type="checkbox"/>
11. Bid Schedule (ie additive bid items, unit price items, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
12. Recommended Performance Period	<input type="checkbox"/>	<input type="checkbox"/>

13. Other Documents:

REMARKS:

Base Civil Engineer

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	CONSTRUCTION CHECKLIST - TAB A					
	PRE-SOLICITATION DOCUMENTS	REFERENCE	YES	NO	N/A	REMARKS
A.1	a. Is the Contracting Officer performing a Drawing & Specification review and are comments documented?					
A.1	b. Does the Statement of Work (supported by Drawings and Specifications) adequately describe the project and allow contracting to obtain realistic offers?	FAR 36.202				
A.1	c. Does the requirements package from Engineering include:					
	(1) NGB Authorization & Approval?					
	(2) DD Form 1391, Military Construction Project Data (Jul-99)					
	(3) Funded AF Form 9, or NGB DA 3953 or "Reservation of Funds Letter"	NGFARS 1.602-2(a)				
	(4) Synopsis of project					
	(5) Detailed Independent Government Estimate?	FAR 36.203(a)				
	(6) Suggested liquidated damages and Justification? (IF SO, DOES THE FILE CONTAIN JUSTIFICATION AND A DETAILED FORMULA SHOWING HOW LIQUIDATED DAMAGES WERE DETERMINED?)	FAR 36.205 DFARS 236.206 & FAR 11.502 & 503				
	(7) Request for use of warranty?					
	(8) List of GFM/GFE?					
	(9) Information regarding statutory cost Limitations?	FAR 36.205 & FAR 11.402				
	(10) Suggested bid schedule?					
	(11) Is the performance period in the solicitation Adequate?	FAR 36.501 & FAR 11.402				
A.2	Is the funded / unfunded AF Form 9/DA3953 marked FOR OFFICIAL USE ONLY; if unfunded, does it include the accounting and appropriation data?	AFARS 5101.602-2				
A.2	Does the AF Form 9/DA3953 or the Government Estimate exceed the MCC as listed on the Letter of Authorization to bid or the DD Form 1391.					
A.2	Is the Independent Government Estimate (IGE) determined on a sound basis? Is it logical, easily understood, and in adequate detail?					
A.2	Is the Independent Government estimate marked for "FOR OFFICIAL USE ONLY"	DFARS 236.203(c)(i)				
A.2	Is the Advance Certificate of Funds Authorization IAW NGFAR 1.602-2(a) (S-100)?	NGFARS 1.602-2 (S-100)(a) Table 1-1				

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A.2	If additive or deductive items are included, was there a firm commitment of funds prior to bid opening?	DFARS 236.213-70				
A.3	Was an Acquisition Plan or milestone chart prepared on each proposed contract anticipated to exceed \$100,000, and a copy forwarded to the requesting activity? Is it up to date?	FAR 7.102 & NGFARS 7.102				
A.3	Was adequate lead-time given to all phases of the Contracting process, i.e. solicitation, reviews, award and obtaining necessary legal reviews?	FAR 7				
A.4	Does the file indicate the appropriate market research?	IAW DFARS 219.000				
A.5	Does the file contain a completed DD 2579 (Small Business Coordination Record)	DFARS 219.201				
A.6	Has the Contracting Officer approved the use of a warranty?	NGFARS 46.710				
A.7	Are liquidated damages included in contracts over \$500,000; does file contain justification / detailed Formula for liquidated damages?	DFARS 236.206 & FAR 11.5				
A.9	Does the file contain Sole Source Justification? Includes SS /BN Items in Specs.	FAR 6.303 & DFARS 206.303				
A.10 A.13	Does the synopsis and solicitation disclose the appropriate magnitude of the construction project?	FAR 36.204				
A.10 A.13	Was the synopsis at least 15 days before issuance of the solicitation and was at least 30 days response time provided if the contract was expected to exceed the simplified acquisition threshold?	FAR 5.203				
A.12	If applicable, has the IFB/RFP been reviewed by the Supervisory Contracting Officer and reviewed and approved by local JAG prior to submitting to issuance and submission to NGB-AQ and is the review documented?	NGFARS 1.602-2 (S-100)(c) Table 1-1				
A.12	Are all review comments addressed and corrective actions taken?	NGFARS 1.602-2 (S-100)(c) Table 1-1				
A.13	Has a Schedule of Material Submittal, such as the AF Form 66, been incorporated into the Solicitation?					
A.13	If statutory cost limitation applies Cost Limitations, included in the solicitation?	FAR 36.205				
A.13	Are current wage rates included in the solicitation?	FAR 36.213-3(c)(1) (DFARS 222.404)				
A.13	Does the solicitation for projects over \$1,000,000 contain FAR 52.236-1, "Performance of Work by the Contractor" and is the fill-in completed with an appropriate percentage?	FAR 36.501(b)				

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A.13	Does solicitation contain bond requirements if over \$25,000 for Payment and over 100K for performance bonds?					
A.13	Were amendments to solicitations issued in sufficient time to be considered by bidders in submitting their proposals/bids?	FAR 14.208(b)				
A.14	Was pre-bid/proposal conference held and documented; were contractor's questions answered and site visit conducted? Were minutes and answers to the questions distributed to all bidders or posted on web site?					
	CONTRACT CHECKLIST - TAB B					
	PRE-AWARD DOCUMENTS	REFERENCE	YES	NO	N/A	REMARKS
B.1	a. Have bids/proposals been reviewed to ensure conformance to Requirements of the Bids/Proposals? (Determination of Responsiveness)	FAR 14.404-2				
	b. Does the abstract include the IFB/RFP number, opening date, general description of the requirement, names of offerors, prices, and other pertinent information?	FAR 14.403				
	c. Is contractor's signature IAW FAR 4.102?	FAR 4.102				
B.2	a. Are bids/offers correctly determined to be late?	FAR 14.304(b) FAR 15.208				
	b. Are late bidders/offers notified that bids will not be considered?	FAR 14.304(f)				
	c. Were the bid guarantees adequate? Do inadequate bid guarantees result in rejection of bids except as specified.	FAR 28.101-4				
B.3	a. Were unsuccessful bidders/offers notified?	FAR 14.409-1 FAR 15.503				
	b. When a contractor requests withdrawal of their bid and the evidence is clear and convincing that a mistake in bid exists, has the base Staff Judge Advocate reviewed the file and the Chief of Contracting authorized the bidder to withdraw their bid?	FAR 14.407-3 DFARS 214.407				
B.4	a. Are mistakes in bids forwarded to NGB-AQ for a determination?	FAR 14.407 AFARS 5114.407-3				
	b. Was a bid verification letter obtained if a mistake was apparent or the CO has reason to believe a mistake was made in the low offer?	FAR 14.407-2 DFARS 214.407				
B.5	a. Is the copy of successful offer with the Representations and Certifications and a copy of the Bid Bond filed?					
	b. If required, was a Business Clearance requested and authorized prior to entering negotiations?	NGFARS 1.602-2				

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B.6	Has a Price Negotiation Memorandum been prepared for negotiated actions?	FAR 15.406 NGFARS 15.406-1 NGFARS 15.406-3				
B.7	Is there a Cost and Pricing data filed? Required for Negotiated Contracts \$500k and over?	FAR 15.406-2				
B.8	Does the file contain a Price Reasonableness Determination?	FAR 14.408-2				
B.9	Does the file contain a Determination of Responsibility?	FAR 9-104-1 AFARS 5109.405				
B.10	Does the AF Form 9 or DA Form 3953 reflect the total contract amount with the "FOR OFFICIAL USE ONLY" designation lined out and initialed?					
B.11	Subcontracting Plan if required.	FAR 19.704				
B.12	a. Is there a copy of the legal approved filed?	NGFARS 1.602-2				
	b. Does the contract file contain a Memo for Record denoting the corrections made in response to the Legal Review Comments?					
B.13	Miscellaneous Correspondence					
	CONTRACT CHECKLIST-TAB C					
	CONTRACT/MOD DOCUMENTS	REFERENCE	YES	NO	N/A	REMARKS
C.1	Is a copy of the contract under tab?					
	b. Was the construction project awarded to the A-E firm that designed the project? If so was Design Deficiency Determination made by CO?	FAR 36.209				
	c. Is contractor's signature accomplished IAW FAR?	FAR 4.102				
C.2	a. Are contract modifications reviewed and approved by NGB/AQ IAW NGFARS?	NGFARS 1.602-2 (S-102) Table 1-1, VIII				
	b. Are contract modifications, which increase price, supported by a funded requisition?	FAR 43.105				
	c. If the modification has increases to the scope of the contract amount due to negotiation, are the added certified funds received prior to modification execution?					
	d. If change orders are issued, are they issued only in cases when pre-definitization of prices are clearly not possible or practical?	FAR 43.204				
	e. Do modification issued under the "Changes" Clause set forth details of the change? Are the effects on performance period and price clearly stated?	FAR 43 DFARS 243.1 DFARS 243.2				
	f. Are change orders issued with a "not to exceed cost" limitation clearly identified in the modification?					

NGFARS

	g. Is AF Form 3052, Construction Cost Estimate Breakdown, or equivalent, used for cost estimates by the Contractor and Civil Engineer for modifications to construction contracts?					
	h. Have modifications exceeding \$100K been legally reviewed?	NGFARS 1.602-2 (S-102) Table 1-1, VIII				
	i. For construction contracts designed by A-E firms, did the Contracting Officer determine if changes to construction contracts were due to an A-E design deficiency?	FAR 36.608 FAR 36.609-2				
	j. For contract modifications exceeding \$550,000, was certified cost & pricing data requested or was a waiver obtained from the PARC IAW NGFARS.	NGFARS 15.403-1				
	k. If appropriate, was funding obtained? For contract modifications, does the contract file contain approved Pre-Negotiation Memorandums and Price Negotiation Memorandums?	FAR 15.406-1 and 15.405 DFARS 215.406-1 DFARS 215.406-3 NGFARS 15.406-1				
	l. On definitized Supplemental Agreements, is the Contractor's "Release of Claims" made a part of the Supplemental Agreement?	FAR 52.232-5(h) FAR 28.203-5				
	m. When requested in writing, are responses to surety inquiries provided in a timely manner? Are written or oral requests of subcontractor and suppliers on bond information provided in a timely manner?	FAR 28.106-6				
	n. Were additional payment and performance bonds obtained or an SF 1415 Obtained on modifications increasing prices equal to 100% or the increase?	FAR 28-102-2 and FAR 28-103				
	o. Are the payment and performance bonds reviewed IAW with checklist for Performance & Payment Bonds?	JALS Form 892				
C.5	Are DD Forms 350 prepared on all actions in excess of \$25,000 (\$500 where the Competitiveness Demonstration Program is in effect)?	DFARS 204.670-2				
C.6	Is a copy of the contract distribution list included (or email verification) and is it current?	FAR 4.201 DFARS 204.202				
	CONTRACT CHECKLIST-TAB D					
	POST AWARD DOCUMENTS	REFERENCE	YES	NO	N/A	REMARKS
D.1	Is notice of award to successful contractor and bond requirements filed?	FAR 14.408-1 FAR 15.504, 5, 6				
	Were unsuccessful offerors notified and with debrief instructions?	FAR 14.409-1 FAR 15.503,4,5,6				
	Was letter sent to Office of Federal Contracts Compliance (OFCC) sent?					

NGFARS

D.2	Was a synopsis of award issued?	FAR 5.207 DFARS 205.207				
	Was Congressional Notice Sent?	FAR 5.303 DFARS 205.303				
D.3	Debriefing	FAR 15.506				
D.4	a. Is the contract bonds checklist, JALS 892, Rev 3/97 used and filed with the bonds?	FAR 28.102 FAR 28.106 DFARS 228.102				
	b. Were Payment and Performance Bonds received prior to issuance of Notice to Proceed?					
D.5	a. Is there evidence of required insurance in the file for the prime contractor and sub-contractors?	FAR 28.3 DFARS 228.3				
	b. Was certification obtained prior to issuance of Notice to Proceed?	FAR 52.228-5				
D.6	a. Was a Pre-Performance Conference Held?	FAR 36.522 DFARS 222.406-1				
	b. Was the Pre-Performance Conference checklist used as a guide for the meeting?	AF Form 3035				
	c. Is a copy of the conference minutes in the file?					
	d. Was the contract superintendent identified to the Contracting Officer?	FAR 52.236-6				
D.7	If Partnering was accomplished on this project, is the Charter filed? Are memos on file for additional partnering sessions to resolve issues?					
D.8	a. Was the Notice to Proceed issued within the time frame specified in the contract?	FAR 52.211-10				
	b. Was the Notice to Proceed sent Certified Mail, or did contractor sign acceptance in person?					
	CONTRACT CHECKLIST-TAB E					
	CONTRACT ADMINISTRATION	REFERENCE	YES	NO	N/A	REMARKS
E.1	a. Were Contracting Officers Representatives (COR) appointed by letter detailing their specific duties?	DFARS 201.602-2 and 252.201-7000				
	b. Were copies of COR appointments distributed to and acknowledged as received by the contractor?					
	c. Is a copy of the Superintendent delegation in writing in this section?	FAR 52.236-6				
E.2	a. Were job progress meetings held on a regular basis?	FAR 42.503				
	b. Were copies of the job Progress Meeting Minutes provided to all interested personnel?					
E.3	Are site visits conducted and documented?	FAR 22.406-1 FAR 36.523				
E.4	Is the Contracting Officer utilizing the necessary administrative tools to remedy delinquent performance?	FAR 49.607				

NGFARS

E.5	a. For disputes was Alternate Dispute Resolution (ADR) used as a method of resolution?	FAR 33.201 FAR 33.214				
	b. Is Contracting Officer's Final Decision with pertinent backup filed in this section?	FAR 33.211				
E.6	Was Liquidated Damages assessed on this project? Is all documentation filed in this section?	FAR 11.5 DFARS 211.5				
E.7	Was Surety Company Request for Information completed, signed by Contracting Officer and returned in a timely manner?	FAR 28.106-6				
E.8	a. Was Requests for Information (RFI) Tracking Log kept up to date?					
	b. Were RFI's answered and returned in a timely manner?					
	CONTRACT CHECKLIST-TAB F					
	LABOR AND PAYROLLS	REFERENCE	YES	NO	N/A	REMARKS
F.1	a. Were there labor disputes during the performance period?	FAR 22.406-10				
	b. Is the file documented appropriately for all DOL Investigations?	FAR 22.406-8 DFARS 222.406-8				
F.2	a. Are apprentices in an approved program?	FAR 22.406-4				
	b. Are the proper apprentice certifications filed under this tab?	FAR 52.222-9				
	c. Is the ratio of journeymen to apprentices satisfied?	FAR 22.406-4(b) FAR 52.222-9				
F.3	a. Are payrolls submitted within 7 days of the end of the pay period?	FAR 22.406-6(a)				
	b. Are payrolls executed on the proper payroll form?	FAR 22.406-6(a)				
	c. Are employees properly classified?	FAR 52.222-6				
	d. Is the Statement of Compliance form submitted with payrolls?	FAR 22.406-6(a) DFARS 222.406-6				
	e. Is overtime paid to employees in excess of 40 hours/week, and at least 1 and 1/2 times the basic wage rate?	FAR 22.403-3 FAR 52.222-4				
	f. If payrolls are verified by random sampling and an error is found, are all payrolls submitted by that contractor verified?					
F.4	Have an adequate amount of labor compliance checks been made?	FAR 22.406-7				
F.5	Have SF 1413's been executed by the prime and all subcontractors?	FAR 22.406-5 FAR 52.222-11				
F.6	Miscellaneous Correspondence					
	CONTRACT CHECKLIST-TAB G					
	PERFORMANCE & PAYMENT	REFERENCE	YES	NO	N/A	REMARKS
G.1	a. Was a system implemented to monitor contracts when performance period is less than 60 days?	FAR 36.515 NGFARS 36.515 (S-100)				

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	b. Has contractor submitted an AF Form 3064, or equivalent documentation (EQD), for contracts over 59 days, or as required by the Contracting Officer?	FAR 36.515 NGFARS 36.515 (S-100)				
	c. Was the AF Form 3064 or EQD reviewed/approved by the Contracting Officer?	FAR 52.236-15				
	d. Was the AF Form 3064 or EQD filled out properly and reflect accurate periods?	FAR 52.236-15(a)				
G.2 & G.3	a. Are progress reports submitted on AF Form 3065 or EQD, and as listed on AF Form 3064 (Progress Schedule)	FAR 52.236-15(b)				
	b. If, in the opinion of the Contracting Officer, the contractor has fallen behind the approved schedule, has the contractor taken steps necessary to improve its progress?	FAR 52.236-15(b)				
	c. Do elements of work properly reflect the percentage of work?	FAR 52.236-15(a)				
G.3	a. Are Progress Reports, AF Form 3065 or EQD, received from COR or as specified by the Contracting Officer?	FAR 36.515 NGFARS 36.515 (S-100)				
	b. Are variances of 5% or more between the Civil Engineer and Contractor Reports (AF Form 3065 or EQD) resolved in writing?					
G.5	a. Are progress payments tracked?	FAR 32.102(e)(f)				
	b. Is a funds expenditure log maintained showing all contract increases, decreases and partial payments made?	FAR 32.103				
	c. Are progress payments being made in a timely manner in order to comply with the Prompt Payment Act?	FAR 52.232-27 FAR 32.9 DFARS 232.9				
	d. Has the Contractor submitted the certification as required with the request for payment?	FAR 52.232-5(c)				
	e. Has the contractor submitted the subcontractor documentation with each Invoice?	FAR 32-504				
G.6	a. Was the required warranty obtained from the Contractor before final payment was made?	FAR 52.246-21				
	b. Were warranty calls properly documented?					
G.7	Was a pre-final payment checklist (AF Form 3035 or EQD) completed prior to issuing final payment?					
G.8	Was a release of claims and all other final documentation obtained from the contractor and Civil Engineer prior to final payment?	FAR 52.232-5(h)				
G.9	a. Performance Evaluation: Is DD Form 2626 prepared for contracts?	FAR 36.201(b) AFARS 5136.201(a)(2)				
	b. Was the report sent to the contractor and held for 30 days awaiting comment?					

NGFARS

	c. Was the report input to the appropriate CCASS, to include contractor's appeal comments?	FAR 36.201(a)(3) AFARS 5136.201(a)(1)				
G.10	a. Was final inspection and acceptance made by the government?	FAR 46.312				
	b. Has a Contract Completion Statement (DD Form 1594) been completed?	FAR 52.246-12 FAR 46.312 FAR 52.232-5(h)				
	c. Was contract closed out IAW procedures?	FAR 4.804 DFARS 208.804				
	d. Was contract closed out within 6 months of physical completion?	FAR 4.804 DFARS 208.805				
G.10	a. Is CONSTRUCTION CHECKLIST FOR FINAL PAYMENT AND CONTRACT CLOSEOUT completed and filed in this section?					
	b. Are PD2 Closeout Documentation Forms filed in this section?					
	CONTRACT CHECKLIST-TAB H					
	DRAWINGS AND SUBMITTALS	REFERENCE	YES	NO	N/A	REMARKS
H.1	Are the drawings filed under this tab? If not, is there a memo as to their location?					
H.3	Does AF Form 66, Schedule of Material Submittals, reflect that the Contractor has met all required submission dates?					
H.4	a. Are All Material Submittals submitted and approved on AF Form 3000?					
	b. Is an effective suspense system used to monitor Material Submittals?					

SIMPLIFIED ACQUISITION SELF-INSPECTION CHECKLIST

NGFARS

Contract Number: DAHA - - - CCR Registered YES/NO (*Substantial justification must be included in Award Summary if vendor is not registered. Include date Contractor is expected to be registered.*)

I. AWARDING CONTRACTING OFFICER: _____
REVIEWING CONTRACTING OFFICER: _____
VENDOR NAME: _____
VENDOR POC, VOICE & PHONE NUMBER: _____
CUSTOMER POC & TELEPHONE #: _____
DELIVERY DATE: _____

DISTRIBUTION DATE MODIFICATION(S)

1. Customer _____ P00001 _____
2. Program Manager _____ P00002 _____
3. PFR-V (Original) _____ P00003 _____
4. PFR-F _____
5. Contractor _____
6. File _____

GOVERNMENT ESTIMATE:\$ _____ (Amount certified available on DD 1348-6)
SMALL BUSINESS SET-ASIDE _____ 8a SET-ASIDE _____
REASON FOR SET-ASIDE ELIMINATION IAW FAR 19.502 _____

HOW COMPETED: Oral solicitations _____
Web Site _____
ASFI _____
Not Competed _____ J&A on file _____ (signed by SCS or above)
IF NOT COMPETED CITE FAR/DFAR/NGFAR justification reference: _____
AWARD AMOUNT: \$ _____

1. If additional funds were required or specifications were changed were Customer/PM initials obtained? _____
2. Are proper funds used? _____
3. Maximum practicable competition (FAR 13.104)? _____
4. Is price fair and reasonable? _____ How determined? _____
5. If required, was synopsis accomplished? _____ -
6. CCR status of contractor: Registered Yes/No , Suspended Yes/No , Debarred Yes/No
7. Set aside for Small Business (FAR 19.502)? Yes/No
8. DD2579 completed and approved? _____
9. Has Award Summary or Record of Competition been completed? _____
10. Have unique or extenuating circumstances been fully explained? _____
11. Is this a "follow-on" contract? _____. If yes, what was date of last purchase of same item? _____ (Not normally more than 30 days from date of this award)
12. Is UNICOR coordination required? _____. If yes and contract is not awarded to UNICOR is explanation recorded in Award Summary or Record of Competition? _____
13. Non-Manufacture Rule - If applicable, was waiver obtained from SBA? _____
14. Are justifications/approvals for Brand Name, Sole Source or J&A (FAR 13.5) in file? Yes/No

GPC CARDHOLDER SURVEILLANCE GUIDE

NGFARS

PURPOSE: To document compliance with procedures associated with the Government Purchase Card (GPC).

REFERENCES: GPC SOP and FAR PART 13.3

Cardholders Name: _____ Unit/Location: _____

1. Did the cardholder receive training on the GPC card program?
2. Are purchases within the cardholders' single purchase limit?
3. Has anyone other than the cardholder made purchases with the GPC account number?
4. Is the card kept secure and the card number kept confidential?
5. Does the cardholder maintain a log of all purchase totals against LOAs?
6. Are purchases for items such as visual information, potential hazardous materials, communication, computer equipment/software authorized by the specified controlling office with a LOA?
7. Are purchased items authorized?
8. Is the cardholder distributing purchases equitably among qualified suppliers?
9. Is the cardholder complying with FAR 8.002 (Priorities for Govt. Supply Sources)?
10. Does the cardholder avoid "splitting requirements" to stay within the single purchase limit?
11. If the cardholder has purchased equipment items, is coordination being made with the PBO to ensure proper accountability?
12. Does the cardholder obtain a customer copy of the charge slip for all over-the counter purchases?
13. Does the cardholder reconcile information on the monthly Statement of Account (SOA) and forward it with supporting documentation to the Billing Official (BO) within five workdays of receipt? & ANG using CARE EDI - has cardholder reconciled statement, recorded essential items about GPC purchases in the on-line transaction management module log and forwarded statement of account to BO within 10 days
14. If no transaction documentation was available to send to the BO with the SOA, did the cardholder attach an explanation including: an item description, date of purchase, merchant's name and reason why there was no supporting documentation?
15. If cardholder cannot review the statement at the time it is received, does he/she make the records available to the BO for review of the SOA?
16. Does the Cardholder complete a Cardholder Statement of Questioned Item (CSQI) on those purchases or credits that do not appear on the appropriate monthly statement?

[illegible]

GPC BILLING OFFICIAL (BO) SURVEILLANCE GUIDE

PURPOSE: To document compliance with procedures associated with the Government Purchase Card (GPC).

NGFARS

REFERENCES: GPC SOP and FAR PART 13.3

Billing Officials Name: _____ Unit/Location: _____

	YES	NO	N/A	SEE COM
17. Did the BO receive training on the GPC program?				
18. Does the BO compare LOA's to actual purchases made by CH to ensure purchases are within the limits of the LOA?				
19. Has the BO been receiving Statements of Account (SOA) from all of his/her cardholders?				
20. If the cardholder has purchased property accountable items, was the PBO notified to properly account for the items?				
21. Has the BO been reviewing cardholder SOA to ensure all purchases were authorized and IAW the GPC SOP?				
22. In the cardholders' absence has the BO reviewed their records and obtained a signed original SOA from the cardholder upon their return?				
23. Has the BO annotated the date received on their Billing Account Statements?				
24. Has the BO reconciled their Billing Account Statements against their cardholders' SOA?				
25. Has the BO signed the reverse of their Billing Account Statements certifying them for payment?				
26. Has the BO forwarded their Billing Account Statements to the USPFO Commercial Accounts Office within 5 days of receipt? ANG using CARE EDI – has BO approved their billing account statement within timely manner after cardholder has approved their statement?				
27. Has the BO notified the (Agency Program Coordinator) APC when any of his/her cardholders were terminated or transferred to another unit?				
28. Does the BO maintain copies of their Billing Account Statements, cardholder SOA and supporting documentation for six years three months? Note: Cardholders maintain GPC purchase receipts, tickets, etc.				
29. Does the Approving Official complete a Cardholder Statement of Questioned Item (CSQI) on those purchases or credits that do not appear on the appropriate monthly statement?				
30. Are proper files maintained for three years? MARKS 715j (cardholder) and 37z (certifying official)				

NATIONAL GUARD CONTRACTING OFFICER'S WARRANT WORKSHEET

1. Name (Last, First, MI): _____
(DCPDS DIN: BBA)

NGFARS

2. a. Social Security Number: _____
(DCPDS DIN: BAA)

b. Status

_____ Civilian (Comp/Excepted Tech (Title 32) or DA/DAF Civ (Title 5)):
Occupational Series (GS): _____ Grade: _____
(DCPDS DIN: JQP) (DCPDS Code: JAO)

_____ Military (AGR (Title 32 or Title 10), or Active Army/Air Force)

Military Grade: _____ Functional Area: _____
(Examples: (04, 97A or E7, 6C071)

c. _____ Acquisition Career Field ("C" = Contracting/"E" = Purchasing)
(DCPDS DIN: CK8)

d. _____ Acquisition Career Level Achieved (1102-5/7 = Level 1, 1102-9/12 =
2, 1102-13 & up = 3. 1105/5 = Level 1, 1105-6/8 = 2, 1105-9 = 3)
(DCPDS DIN: CK5 - PTI 3AQ)

e. _____ Acquisition Position Career Category ("C" = Contracting/"E" =
Purchasing)
(DCPDS DIN: JYR)

3. Name, address and telephone number of servicing Human Resources Office (HRO).
(Army/Air Force Title 5 civilians list their servicing Civilian Personnel Office (CPO).)

Address: _____

Commercial Phone No.: _____ DSN: _____

4.Type of Request:

- a. _____ Initial Request.
- b. _____ Change in Warrant Authority.
- c. _____ Termination.

5.Contracting Officer Qualification Basis (**GS 1102/Military Equivalent Only**):

a. Mandatory contracting courses (Circle One):

- 1 = Met Requirement (successfully completed all mandatory contracting courses listed in DoD 5000.52M or their equivalent for my current grade or rank).
(DCPDS DIN: CKM =1)
- 2. = Received DD Form 2591 "DoD Contracting Officer Waiver Request" approved by the Acquisition Career Program Board (ALSO COMPLETE PARA. 8e BELOW). DO NOT USE DD Form 2518 "Fulfillment of DoD Mandatory Training Requirement in lieu of a DD Form 2591."
(DCPDS DIN: CKM =2)
- 3. = Exception Provision: As of 1 Oct 93 can continue to serve in current position or any other position in the same grade and level of responsibility.
(DCPDS DIN: CKM =3)

b. Experience (Circle One):

- 1 = Met Requirement (completed two years in a contracting position).
(DCPDS DIN: CKN =1)
- 2 = Received DD Form 2591 "DoD Contracting Officer Waiver Request" approved by the Acquisition Career Program Board (ALSO COMPLETE PARA 8d BELOW).
(DCPDS DIN: CKN =2)
- 3 = Exception Provision: As of 1 Oct 93 can continue to serve in current position or any other position in the same grade and level of responsibility.
(DCPDS DIN: CKN =3)

NGFARS

C. Education (Circle the Appropriate Items(s)):

- 1 = Has a baccalaureate degree from an accredited institution.
(DCPDS DIN: CKP =1)
- 2 = Has completed at least 24 semester credit hours (or equivalent) of study from an accredited institution in any of the following disciplines: accounting, business finance, business law, contracts, purchasing, economics, industrial management, marketing, quantitative methods, and organization and management.
(DCPDS DIN: CKP =2)
- 3 = Has passed an approved examination demonstrating knowledge equivalent to 24 semester credit hours (or equivalent) of study from an accredited institution in the subjects listed in the previous option.
(DCPDS DJN: CKP =3)
- 4 = Has 10 years of acquisition experience gained before 1 Oct 91
(DCPDS DIN: CKP =4)
- 5 = Received DD Form 2591 "DoD Contracting Officer Waiver Request" approved by the Acquisition Career Program Board (ALSO COMPLETE ITEM 8c BELOW).
(DCPDS DIN: CKP =5)
- 6 = Exception Provision: As of 1 Oct 93 can continue to serve in current position or any other position in the same grade and level of responsibility.
(DCPDS DIN: CKP= 6)

NOTE: DINs CKM, CKN AND CKP can be updated with PTI 2AQ.

6.Contracting Officer Primary Warrant Type.

a.Until further notice, or if special instructions are issued by the PARC, all contract warrant types will be coded as:

A = Procuring Contracting Officer
(DCPDS DIN: CL2 = A)

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b. If warrant is being terminated, circle the "N" below:

N = Warrant terminated.

(DCPDS DIN: CL2 = N)

7. Contracting Officer's Highest Obligation Limit Without Higher-Level Approval.
Report the highest amount that the contracting officer can obligate. This is the dollar limitation or obligation authority imposed by the SF Form 1402, "Certificate of Appointment." (Circle Only One)

1 = No warrant amount granted.

2 = \$25,000 or less

(DCPDS DIN: CL4 =2)

3 = \$25,001 through \$500,000 (includes SAP)

(DCPDS DIN: CL4 =3)

4 = \$500,001 through \$2,000,000

(DCPDS DIN: CL4 = 4)

5 = \$2,000,001 through \$10,000,000

(DCPDS DIN: CL4 =5)

6 = Over \$10,000,000 and including Unlimited authority

(DCPDS DIN: CL4 =6)

NOTE: DINs CL2 AND CL4 can only be updated with group DIN CLI/01, which is comprised of DINs CL2, CL3, CL4 and CL5.

8. Acquisition Career Program Board Waiver. If a waiver was approved by the Acquisition Career Program Board for the contracting officer candidate, you must circle a. and b. below. In addition, you must circle the appropriate type of waiver granted in either c., d. or e. below. **IF NO WAIVER WAS REQUESTED AND GRANTED, SKIP a. AND b., AND CIRCLE (N) FOR c., d. AND e. BELOW. THEN PROCEED TO THE SIGNATURE PAGE.**

a. The contracting officer candidate received a DD Form 2591, DoD Contracting Officer Warrant Waiver Request" approved by the Acquisition Career Program Board.
(DCPDS DIN: CNC =1)

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b. The contracting officer candidate received a DD Form 2591 discussed in 8a. above. Receipt of the DD Form 2591 indicates that the contracting officer candidate possesses significant potential for advancement.

(DCPDS DIN: CND = A)

c. If a Contracting Officer Qualifications waiver type "Absence of Education" has been granted or does not apply, circle one:

Y = Baccalaureate degree/24 semester hours/Equivalency exam waived.

(DCPDS DIN: CNG = Y)

N = Not waived.

(DCPDS DIN: CNG = N)

d. If Contracting Officer Qualifications waiver type "Absence of Experience" has been granted or does not apply, circle one:

Y = Experience requirement waived.

(DCPDS DIN: CNH = Y)

N = Not waived.

(DCPDS DIN: CNH = N)

e. If Contracting Officer Qualifications waiver type "Absence of Mandatory Training" has been granted or does not apply, circle one:

Y = Mandatory training waived.

(DCPDS DIN: CNJ = Y)

N = Not waived.

(DCPDS DIN: CNJ = N)

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9. Signatures:

Contracting Officer Candidate	Date
-------------------------------	------

Candidate's Supervisor	Date
------------------------	------

United States Property and Fiscal Officer	Date
---	------

Principal Assistant Responsible for Contracting, NGB	Date
--	------

DATE WARRANT ISSUED (DCPDS DIN: CL3)	DATE WARRANT TERMINATED (DCPDS DIN: CL5)
---	---

WARRANT NUMBER

PRIVACY ACT STATEMENT

I. AUTHORITY: 10 U.S.C., Chapter 137, Section 2308.

2.PRINCIPAL PURPOSE: To establish uniform procedures for submitting contracting officer warrant data into the Defense Civilian Personnel Data System (DCPDS) Database. Data will be consolidated into the National Guard Acquisition Workforce Management Information System for Congressional reports.

3.ROUTINE USES: To collect, retain, and report mandatory training, education, and experience data for all Army and Air National Guard military and civilian warranted contracting officers authorized to award or administer appropriated funds.

4. WHETHER DISCLOSURE IS MANDATORY OR VOLUNTARY AND EFFECT ON INDIVIDUAL FOR NOT PROVIDING INFORMATION: Disclosure is mandatory. This data is required throughout the Department of Defense (DoD) in conformance with the Defense Acquisition Workforce Improvement Act (DAWIA), as implemented by DoDI 5000.55, "Reporting Management Information on DoD Military and Civilian Acquisition Personnel and Positions." Failure to report complete contracting officer warrant data in the National Guard database will result in nonissuance of a contracting officer warrant.

APPOINTMENT/QUALIFICATIONS OF CONTRACTING OFFICER														
(PROPONENT IS NGB-AQ)														
PRIVACY ACT STATEMENT														
<p>AUTHORITY: 10 USC, Section 1724 and Executive Order 9397.</p> <p>PURPOSE: To determine if the individual meets the qualification requirements to serve in an acquisition position as a contracting officer with authority to award and administer contracts in conformance with the Defense Acquisition Workforce Improvement Act (DAWIA).</p> <p>ROUTINE USES: None.</p> <p>DISCLOSURE: Voluntary: Failure to complete contracting officer warrant data requested will result in nonissuance of a contracting officer warrant.</p>														
<p>_____ REQUEST FOR APPOINTMENT</p> <p>_____ REQUEST FOR RENEWAL</p> <p>_____ RECORD UPDATE</p>														
<p>Instructions for completing this form: Include only the information requested (i.e., do not include training completed that is not pertinent to this request. List DAU courses or equivalent only.</p>														
To: PARC, NGB	THRU: (USPFO)	FROM: (UNIT ADDRESS)												
LAST NAME – FIRST NAME – MIDDLE INITIAL SSN:		MILITARY RANK, MOS/AFSC:												
CURRENT JOB TITLE, SERIES, CIVILIAN GRADE:														
<p>LENGTH OF GOVERNMENT PROCUREMENT EXPERIENCE (1101, 1102, 1105 SERIES 97 A/B, 65XX*, 65XXX*, 6C0XX*)</p> <p>(*x=Variable)</p> <p>YRS & MOS:</p>	<p>CURRENT APPOINTMENT WILL EXPIRE:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; text-align: center;">DATE</td> <td style="width: 33%; text-align: center;">CERT NO.</td> <td style="width: 33%; text-align: center;">AMOUNT</td> </tr> </table>		DATE	CERT NO.	AMOUNT									
DATE	CERT NO.	AMOUNT												
<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">STATUS: (check one)</td> <td style="width: 60%;">TYPE APPOINTMENT REQUESTED</td> </tr> <tr> <td>_____ ARNG TECHNICIAN*</td> <td><u>TERM</u> <u>DOLLAR LEVEL</u></td> </tr> <tr> <td>_____ ANG TECHNICIAN*</td> <td>_____ Indefinite _____ Unlimited</td> </tr> <tr> <td>_____ AGR (32 USC 502(f))</td> <td>_____ 2 Years _____ Indefinite</td> </tr> <tr> <td>_____ DA OR DAF CIVILIAN EMPLOYEE (5 USC 2105)</td> <td>_____ 1 Year _____ Limited (Amount Requested)</td> </tr> <tr> <td>*EXCEPTED OR COMPETITIVE</td> <td>_____ SAP IAW FAR Part 13</td> </tr> </table>			STATUS: (check one)	TYPE APPOINTMENT REQUESTED	_____ ARNG TECHNICIAN*	<u>TERM</u> <u>DOLLAR LEVEL</u>	_____ ANG TECHNICIAN*	_____ Indefinite _____ Unlimited	_____ AGR (32 USC 502(f))	_____ 2 Years _____ Indefinite	_____ DA OR DAF CIVILIAN EMPLOYEE (5 USC 2105)	_____ 1 Year _____ Limited (Amount Requested)	*EXCEPTED OR COMPETITIVE	_____ SAP IAW FAR Part 13
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*EXCEPTED OR COMPETITIVE	_____ SAP IAW FAR Part 13													
CONTRACTING EXPERIENCE:														
UNIT OR FIRM	DATES (FROM – TO)	POSITION HELD												

FORMAL CONTRACTING SCHOOLS (DAU/EQUIVALENT COURSES ONLY)		
COURSE TITLE	DATE SUCCESSFULLY COMPLETED	
ADDITIONAL DAU TRAINING REQUIRED		
COURSE TITLE	DATE SUCCESSFULLY COMPLETED	
TYPED NAME & GRADE OF APPLICANT NAME: _____ UNIT: _____ DSN: _____	SIGNATURE	DATE
VERIFICATION AND APPROVALS		
APPLICANT IS FULLY QUALIFIED AND I RECOMMEND APPOINTMENT. (Fully qualified means that the individual has met all mandatory requirements in accordance with PL 101- 510, dated Nov 90.)		
TYPED NAME & GRADE (COMDR/AIR GUARD UNIT IF APPLICABLE)	SIGNATURE	DATE
<p>APPLICANT'S QUALIFICATIONS WERE VERIFIED AND I CONSIDER THE APPLICANT FULLY QUALIFIED.</p> <p>CERTIFICATION OF USPFO: APPLICANT'S QUALIFICATIONS HAVE BEEN VERIFIED AND ARE IN ACCORDANCE WITH PL 101-510, DATED 5 NOV 90. I CERTIFY THAT THIS INDIVIDUAL WILL PERFORM THE CONTRACTING FUNCTIONS AT THE DOLLAR AMOUNT REQUESTED.</p>		
TYPED NAME & GRADE (USPFO)	SIGNATURE	DATE

Performance-Based Service Contracting (PBSC) Contract Review Checklist

PBSC REQUIREMENTS:

Is the Statement of Work (SOW) described in terms of "what" is to be required rather than "how" the work is to be accomplished? YES ____ NO ____

Does the SOW contain measurable performance standards (i.e. quality, timeliness or quantity)? YES ____ NO ____

Does the quality assurance plan recognize the responsibility of the contractor to carry out its quality control obligations and contain measurable inspection and acceptance criteria? YES ____ NO ____

Does the quality assurance plan focus on the level of performance required by the statement of work rather than the method the contractor uses to perform that work? YES ____ NO ____

Does the contract contain incentive provisions to ensure that contractors are rewarded for good performance and quality assurance deduction schedules to discourage unsatisfactory performance? YES ____ NO ____

Is the contract fixed-price? (Cost reimbursement contracts are appropriate for services that can only be defined in general terms and for which the risk of performance is not reasonably manageable) YES ____ NO ____

Contracting Officer Signature

Date

Competition Advocate

Date

NGFARS

SEMI-ANNUAL LABOR COMPLIANCE REPORT TO THE DEPARTMENT OF LABOR PURSUANT TO SECTION 5.7 (b) OF REGULATION, PART 5

- 1) Period covered:
- 2) Number of prime contracts awarded:
- 3) Total dollar amount of prime contracts awarded:
- 4) Number of contractors against whom complaints were received:
- 5) Number of investigations completed:
- 6) Number of contractors found in violation:
- 7) Amount of back wages found due:
 - a) Davis-Bacon Act: (prevailing wage violations)
 - b) CWHSSA:(overtime violations)
- 8) Amount of back wages paid:
 - a) Davis-Bacon Act:
 - b) CWHSSA:
- 9) Total number *of* employees paid wage restitution under the Davis-Bacon and related Acts and/or Contract Work Hours and Safety Standards Act:
- 10) Amount of liquidated damages assessed under CWHSSA:

SEND REPORTS TO NGB-AQ (FOR CONSOLIDATED REPORT TO DOL)

Reports should be submitted to:

Wage and Hour Division
Office of Enforcement Policy
Government Contracts Team
Room S3018
200 Constitution Avenue, N.W.
Washington D.C. 20210

E-Mail Address:
emp@fenix2.dol-esa.gov

Reports should include:

Federal Agency:

Responsible Official

Title:

Address and Phone No:

E-Mail Address (if available):

U.S. Department of Labor

Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210

MEMORANDUM NO.189

MEMORANDUM FOR ALL CONTRACTING AGENCIES OF THE FEDERAL
GOVERNMENT AND THE DISTRICT OF COLUMBIAFROM: JOHN R. FRASER
ACTING ADMINISTRATOR

SUBJECT: Semi-annual Enforcement Reports

As you are aware, Department of Labor regulations at 29 CFR Part 5.7(b) requires that Federal agencies furnish the Department of Labor (DOL) with a semi-annual report on compliance with and enforcement of the Davis-Bacon and related Acts (*DBRA*). These reports are essential to DOL in fulfilling its responsibilities under Reorganization Plan Number 14. However, agency compliance with this reporting requirement and DOL's use of these reports have been inconsistent in past years. As a result, we have revised and streamlined previously issued guidance on the manner in which these reports are to be prepared. We believe that these improvements will facilitate agency reporting requirements and will continue to provide useful information to DOL on enforcement of the DBRA.

Beginning with the October 1, 1997-March 31, 1998 reports, all Federal agencies will be required to use the new reporting format, a sample of which is attached. We believe that this simple format will provide for more accurate and timely semi-annual enforcement reports. To this end, all agencies are requested to submit their enforcement reports no later than 30 days after the end of the six month reporting period. At the conclusion of this reporting period, DOL will issue a report summarizing the results of the semi-annual enforcement reports as well as improvements and/or modifications to the reporting format for the subsequent six month period. Please feel free to provide us with any comments or suggestions that we may consider to further enhance and streamline this important reporting process.

The Department appreciates your continued efforts towards effecting compliance with the requirements of the Davis-Bacon and related Acts. Working together, we hope to continue in our effort to achieve a coordinated and effective prevailing wage enforcement program that will benefit workers, Federal contractors, and the contracting agency community.

This memorandum supersedes All Agency Memorandums No.60, 65, 79 and 80, regarding the semi-annual enforcement reports required by Section 5.7 (b) of Regulations, Part 5.

Attachment: Copy of new reporting format.

Working for America 's Work force

National Guard Bureau

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Job Order Contracting (JOC) Data Call Worksheet (Due 15 October)

JOC - Fiscal Year ____ Report

State: _____

Include in this JOC data call worksheet each JOC solicitation, basic JOC contract and JOC delivery order active during the fiscal year.

1. JOC solicitation number(s): DAHA _____

2. JOC contract number(s): DAHA _____

Business size: ____ Large, ____ Small, ____ Small and disadvantaged,
____ Woman owned, ____ Joint venture

Contractor name and address:

3. Date of contract(s) award (YYMMDD): _____

4. Minimum guaranteed dollar amount: \$_____

5. Maximum amounts –

a. Per delivery order: \$_____

b. Per annum maximum: \$_____

6. Number of option years: _____

7. Acquisition method used:

a. Invitation for bids _____

b. Request for proposals (competitive) _____

c. Section 8(a) sole source _____

d. Section 8(a) competitive _____

e. Other _____

**National Guard Bureau
Job Order Contracting (JOC) Data Call Worksheet**

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(continued)

8. List the names of ANG, ARNG and others (non National Guard) supported by this JOC:

9. The total number of delivery orders issued this year: _____

10. Total dollar amount of all delivery orders issued this fiscal year: \$_____

11. Average delivery order price: \$_____

12. For expiring JOC contracts what is your plan:

a. Let contract expire: _____

b. Not exercise the option: _____

c. other (specify): _____

13. Are you using a city cost index in your delivery order pricing formula:

a. _____ YES or _____ NO

b. R.S. Means _____ or Other _____ (specify)

14. List R.S. Means and any other cost data books you are using:

**National Guard Bureau
Task Order Contracting (TOC) Data Call Worksheet
(Due 15 October)**

NGFARS

TOC - Fiscal Year ____ Report

State: _____

Include in this TOC data call worksheet each TOC solicitation, basic TOC contract and TOC delivery order active during the fiscal year.

1. TOC solicitation number(s): DAHA _____

2. TOC contract number(s): DAHA _____

Business size: ____ Large, ____ Small, ____ Small and disadvantaged,
____ Woman owned, ____ Joint venture

Contractor name and address:

3. Date of contract(s) award (YYMMDD): _____

4. Minimum guaranteed dollar amount: \$_____

5. Maximum amounts –

a. Per delivery order: \$_____

b. Per annum maximum: \$_____

6. Number of option years: _____

7. Acquisition method used:

a. Invitation for bids _____

b. Request for proposals (competitive) _____

c. Section 8(a) sole source _____

d. Section 8(a) competitive _____

e. Other _____

National Guard Bureau Task Order Contracting (TOC) Data Call Worksheet (continued)

8. List the names of ANG, ARNG and others (non National Guard) supported by this TOC:

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9. The total number of delivery orders issued this year: _____
10. Total dollar amount of all delivery orders issued this fiscal year: \$_____
11. Average delivery order price: \$_____
12. For expiring TOC contracts what is your plan:
- a. Let contract expire: _____
 - b. Not exercise the option: _____
 - c. other (specify): _____
-

NEGOTIATION PREPARATION AND NEGOTIATION DOCUMENTATION

The following information is provided as an overview of subject matter to be considered when preparing for your negotiations. The information is by no means all-inclusive but provides you with a sufficient start toward achieving your objectives.

PREPARATION:

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1. Organize the negotiation team.

- a. Identify the Chief negotiator
- b. Identify support personnel
 - Technical representative(s)
 - Engineers
 - Legal advisors

2. Identify the negotiation issues.

- a. Cost
 - Proposed Labor Rates
 - Overhead Rates, Direct Labor Overhead and G&A
 - Other Direct Costs
 - Profit
 - Materials/Equipment
 - Bonds/Insurance
- b. Labor, Performance, or Technical
- c. Other unusual terms or conditions

3. Fact Finding/Research.

- a. Audit reports
- b. Previous contracts-same contractor
- c. Outside recommendations
- e. Other pertinent documents from other files/contracts
- f. Problems on prior contracts for similar work

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4. Negotiation Situation.

- a. Extent of competition
 - Sole Source/Competitive
 - Source Selection
 - Best Value
- b. Knowledge of requirement/negotiation experience
- c. Time constraints
- d. Importance of contract

5. Develop Objectives.

- a. Fair and Reasonable price Minimum/Maximum acceptable objectives
 - Target objective
- b. Satisfactory performance
 - Timely delivery/realistic performance schedule
 - Possible alternatives
- c. Elimination of restrictive terms and conditions

6. Establish position.

- a. Prioritize the issues
- b. Determine acceptable price range
- c. Identify possible concessions
- d. Identify special contract requirements Warranties, Accelerated performance, etc.
- e. Determine Profit Objective IAW DFAR 215.404-4 for supplies and services, and NGFAR 15.404-4(d) for Construction and A&E.

7. Establish Negotiation Agenda.

- a. Determine order in which issues will be discussed
- b. Determine who will speak and when
- c. Identify (if practical) scheduled "breaks" in negotiations

8. Conduct Negotiations.

- a. Provide Prenegotiation briefing as required
- b. Prepare negotiation site
- c. Introductions
- d. Conduct Discussions
- e. Reach agreement
 - Table areas of disagreement
 - Attempt mutual problem solving
 - Consider alternatives/concessions
- f. Conclude negotiation

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DOCUMENTATION: Prenegotiation Memorandum (POM)

The following format provides subject matter categories to be used in the preparation of the Prenegotiation Memorandum (POM). The major categories should be incorporated into the POM as/if applicable. We have attempted to simplify this format. The documentation herein should be in sufficient detail to provide the rationale, objectives, and course of action you plan to follow.

POM FORMAT

1. Background Data: Include the contractor's name/address, solicitation number, brief description of what is being purchased, and funding data.

2. Introductory Summary: Provide comparative figures summarizing the pricing elements of the requirement. The example below is not all inclusive of the elements of cost you may be required to analyze.

EXAMPLE	Contractor		Objectives		
	<u>Proposal</u>	<u>IGE</u>	<u>MiniMax/Target</u>		
Labor	\$	\$	\$	\$	\$
Materials	\$	\$	\$	\$	\$
ODC	\$	\$	\$	\$	\$
Overhead	\$	\$	\$	\$	\$
G&A	\$	\$	\$	\$	\$
Profit	\$	\$	\$	\$	\$
Bonds/Insurance	\$	\$	\$	\$	\$
Subcontracting	\$	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$	\$

3. Particulars: Identify the dates, places, and participants in fact finding. You may also want to summarize the information surfaced during fact finding in this section referring to the more in-depth document filed in the contract folder.

4. Acquisition Situation: Briefly describe the negotiation action. Identify the major considerations/objectives and any other unique aspects of the situation. You may also address outside influences or time pressures associated with the acquisition, and restrictions/limitations imposed by federal statute.

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POM Format - Continued

5. Prenegotiation Summary: Briefly describe what your objectives are and how you developed them. Describe what course of action(s) you intend to take to reach your objectives. You may also discuss alternatives to be used if your objectives are not/cannot met. Discussion on use of weighted guidelines or alternative weighted guidelines (DFAR 215.404-4 or NGFAR 15.404-4) method of determining profit objective should also be discussed here.

6. Miscellaneous: Identify other reports, technical evaluations, field technical reports, etc. which may have an impact on your negotiations.

7. Review/Approval Signature Blocks: Provide as required.

EXAMPLE:

POM Prepared By: _____ Date: _____

(Title/Position)

POM Approval Recommended By:

_____ Date: _____

(Title/Position)

Approved: _____ Date: _____

(Title/Position)

NGFARS

Price Negotiation Memorandum (PNM)

FORMAT

PART I

1. Subject: As a minimum this section should include the following:

1. Contractor name
2. Contractor Address
3. Contract Number
4. Description of requirement
5. Award Amount and accounting data

2. Introduction: As a minimum this section should include the following:

1. Type of contract and negotiations
2. Summary of negotiations
3. Comparative figures summarizing the negotiations

EXAMPLE

	Proposed	IGE	Objective	Negotiated
Labor	\$	\$	\$	\$
Material	\$	\$	\$	\$
ODC	\$	\$	\$	\$
Overhead	\$	\$	\$	\$
Profit	\$	\$	\$	\$
Bonds/Ins.	\$	\$	\$	\$
Subcontracting	\$	\$	\$	\$
Totals	\$	\$	\$	\$

Note: The categories shown above are not all inclusive of those which could be included in your table. What you include depends upon the project, type of contract, etc..

Part II

3. Particulars: As a minimum, this section should include the following without repeating information already described above:

1. Dates and places of Fact Finding, prenegotiation review, and negotiations.
2. Names and titles of participants in prenegotiation review.
3. Names and titles of participants in attendance at negotiations
(identify principal negotiators for government and contractor).

4. Acquisition Situation: As a minimum, this section should include the following:

1. Outside influences and time pressures/constraints.
2. Previous history (if any) relative to this acquisition.
3. Discuss factors influencing negotiations.

5. Negotiation Summary: This section of the PNM discusses "what happened" during negotiations. There isn't any set information to be included here but you should provide narrative comment for each element of the contractor's proposal, especially those areas, which were discussed during negotiations. This section should be as precise as possible. You should provide the reasoning supporting the objective and any significant departures from it moving towards agreement. Significant differences between the objective and comments and/or recommendations from advisory reports/evaluations should also be documented here. . Discussion on use of weighted guidelines or alternative weighted guidelines (DFAR 215.404-4 or NGFAR 15.404-4) method of determining profit should also be discussed here. The final documentation of this section should address the reasonableness of the final negotiated price as compared to the government objective(s).

6. Miscellaneous: This final section should include reference to and remarks regarding such things as audit reports, field pricing support, technical support, CO analysis, etc..

7. Review/Approval Signature Blocks: Provide as required.

EXAMPLE:

POM Prepared By: _____ Date: _____

(Title/Position)

POM Approval Recommended By: _____ Date: _____

(Title/Position)

Approved: _____ Date: _____

(Title/Position)

NGFARS

NGB ACQUISITION PLAN FORMAT

Format will be used for all acquisition plans over \$15 million for any one fiscal year or \$30 million for all years including options and requiring NGB-AQ approval in accordance with AFARS 5107.103 and combined AP/J&As under \$50M. This format has two cover pages to choose from--one for full-and-open competition (Figure 1) and one for other-than-full-and-open competition (Figure 2). The template itself appears at Figure 3. When other-than-full-and-open competition applies, the cover page under Figure 2 also serves as the justification review document (JRD).

All signature/coordination blocks should include name, rank/grade, office symbol, and DSN telephone number.

II.

III. Figure 1

IV.

V. NATIONAL GUARD BUREAU ACQUISITION PLAN COVER SHEET

(For full-and-open competition actions as required by AFARS 51.107 103 and other-than-full-and-open competition actions over \$50 million)

State/ Installation
Program Name:

Project Manager: (Delete if same as Contracting Officer)

Name:
Rank/Grade:
Office Symbol:
Phone Number:

I have reviewed this document and believe it is accurate and complete. I agree with the proposed acquisition approach.

a) Contracting Officer

Coordination:

Supervisory Contract Specialist State Judge Advocate's Office

Local SADB U USPFO

NGB-Competition Advocate

Approval:

Principal Assistant Responsible for Contracting

VI. NATIONAL GUARD BUREAU ACQUISITION PLAN COVER SHEET

(For other-than-full-and-open competition actions under \$50 million)

State/ Installation

Program Name:

Project Manager: (Delete if same as Contracting Officer)

Name:

Rank/Grade:

Office Symbol:

Phone Number:

I have reviewed this document and believe it is accurate and complete. I agree with the proposed acquisition approach. The Contracting Officer hereby determines that the anticipated cost of the proposed acquisition is fair and reasonable and certifies that the justification for this action is accurate and complete. _____ (fill in title and office symbol of ranking official of the requiring office) hereby certifies that the data provided by the technical office in support of the justification for this proposed acquisition is accurate and complete.

a) Contracting Officer

Coordination:

Supervisory Contract Specialist State Judge Advocate's Office

Local SADBUs USPFO

NGB-Competition Advocate

Approval:

Principal Assistant Responsible for Contracting

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VII. NGB ACQUISITION PLAN

A. A. ACQUISITION BACKGROUND AND OBJECTIVES

1. 1. BACKGROUND

- a. Project/Program Name:
- b. Place of Performance or Delivery :
- c. Authority for Program/Project:
- d. Basic contract period of performance:
Option(s):
- e. Estimated total program/project cost:

2. PROGRAM/PROJECT INFORMATION

- a. Description of Effort (Include Statement of Need): Provide a brief general description of project/program including the technical objectives, approach, and duration of the effort. Summarize the technical and contractual history of the acquisition
- b. Acquisition Alternatives: Discuss feasible alternatives and related in-house efforts per FAR 7.105(a)(1).
- c. Applicable Conditions:
 - (1) Effort to be acquired is (check one):
 - ___ Single project construction
 - ___ Multiple project construction (TOC or JOC)
 - ___ Other (describe) _____
 - (2) Highest security classification: _____ N/A _____
 - (3) Requirements for compatibility with existing or future requirements. Explain:
 - (4) Identify government-furnished property, base support, or contractor acquired property associated with this acquisition.
 - (5) Identify regulated hazardous materials or significant/controversial environmental issues associated with the project.
 - (6) Identify any known risks:
 - Cost: _____
 - Schedule _____
 - Capability _____
 - Performance _____

3. CONTRACTOR RISK

- a. Risk Assessment. (Indicate with an X)
Low Moderate High
- Technical:
- Cost:

Schedule:

Other: (Explain)

- b. Main Risk Driver(s): Identify overall project/program risk and briefly discuss what drives it and why, based on above assessments.

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B. PLAN OF ACTION

1. BUDGET/COST INFORMATION

a. Budget. Provide the following totals for the project/program. If more than one type of funding is used provide the information for each type in separate tables.

Enter applicable FYs: FYFYFY

Type Funds/Program Element:

Approved Funding Amount:

Required Funding Amount:

Difference:

Identify any shortfall in available or programmed funding, including a description of actions to resolve the shortfall. Also, show by appropriation and year when each type of funds will be obligated, liquidated, and canceled. In addition, discuss contingent liabilities (GFP repair costs, contract closeout costs, etc.) and proposed actions to identify and fund unexpected shortfalls. If more than one type of funding is to be used, briefly describe the reasons why.

b. Funding Sources:

- (1) Army
- (2) Air Force:
- (3) Other Service (Identify):
- (4) Other Agency (Identify)
- (4) Incremental Funding: Yes____ No____

c. Cost:

- (1) Estimated Total Contract Cost(s)/Price:
- (2) Estimated Other Costs:
- (3) Total Program/Project Cost:

d. Other Cost Considerations

(1) Discuss application of life cycle cost_____

If not applicable state why _____

(2) Discuss application of life cycle cost_____

If not applicable state why _____

(3) Discuss application of should-cost_____

If not applicable state why _____

1. 2. MILESTONES FOR THE ACQUISITION CYCLE

Insert dates for the following milestones (tailor as needed):

Milestone Date

Acquisition Plan Approval

Statement of Work/Specifications Completed

Government Estimate Completed (Construction)

Purchase Request

Justification and Approval for other than full and open

Competition, where applicable

Issuance of Synopsis

Solicitation Release

Proposal Receipt

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Proposal Evaluation Complete, audits where applicable

Negotiation Conclusion

Contract preparation, review and clearance

a) Contract Award

2. 3. BUSINESS CONSIDERATIONS

- a. Potential source(s): Discuss market research efforts/commercial determination, as applicable. List each source and indicate whether it is a small business, large business, small disadvantaged business, nonprofit, not-for-profit, educational institution, etc. If source list is lengthy, include as an attachment.

b. Competition.

- (1) If full and open competition, check method below. Discuss rationale for solicitation type.

(a)___ Source Selection IAW FAR Part 15.3 as supplemented.

: SSA:

Factors/Subfactors:

(b)___ IFB

(c)___ LPTA

(d)___ Other Source Selection Procedure (e.g., Performance price Trade-Off)

(e) Discuss evaluation criteria and rationale for including or not including past performance.

(f) Discuss use of oral presentations or other streamlining methods.

(g) Discuss any other issue or issues related to full and open competition.

(2)If other than full and open competition:

(a) FAR 6.302 authority:

(b) Required due to contractor's unique qualifications or nature of the acquisition, as follows:

(c) Commerce Business Daily (CBD) Notice (IAW FAR Subpart 5.2):

Publication date _____ or FAR 5.202 exception _____

(d) Indicate how market survey was accomplished:

i. CBD Notice Publication Date:

ii. Other Market Survey:

iii. Firms indicating interest and reason for not including such.

(e) Provide the following information when using one of the exceptions below:

i. FAR 6.302-1(a)(ii): An estimated duplicate cost to the government is _____, or unacceptable delays are _____.

ii. FAR 6.302-2: The estimated extent of harm to the

government is _____ and rationale as to nature of harm is _____

(f) Briefly describe the basis for determining the estimated price to be fair and reasonable:

(g) Briefly describe any efforts to remove or overcome barriers to competition for subsequent acquisitions:

c. Contract/Business Information

(1) Number of contracts to be awarded: _____

(2) Provide the following information, as applicable, for each contract:

(a) Contract description: _____

(b) Estimated value: \$ _____

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- (c) Will letter contract or other undefinitized action be used? yes____
_____no
- (d) Anticipated solicitation release date _____
- (e) Contract type/rationale:
CR____CPFF____CPIF____CPAF____FFP____Other_____
- (f) Incentives (or award fee) will be related to:
Cost____Technical____Schedule____Other____N/A____
- (g) Share ratios :Government____% Contractor____% N/A____
- (h) Number of options and estimated value: _____
- (i) Will this be an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract? ____Yes____No
- (j) Other contract features or requirements: (e.g., special contract requirements, unusual clauses, need for cost data, etc.
- (k) Advisory and Assistance Services (A&AS): Discuss if applicable.
- (l) Discuss the use of any streamlining initiative(s).
- (3) Describe how contract administration will be accomplished, including inspection and acceptance, corresponding to the contract performance criteria. _____
- _____

- e. Logistics considerations (discuss as applicable)
- (1) Reliability, maintainability and quality assurance:
_____N/A_____
- (2) The requirements for contractor data, including estimated cost and use of data
_____N/A_____
- (a)Technical Data Rights desired:
Unlimited____Limited____Government Purpose Rights____
N/A_____
- (b)Noncommercial Computer Software (NCS) rights desired:
Unlimited____Restricted____
Government Purpose Rights____N/A____
- (c) Commercial computer software rights desired:
Customary License____Other____N/A_____
- (3) Standardization concepts_____N/A_____
- (4) Extent of computer Aided Acquisition and Logistics Support (CALs)
_____N/A_____

f. Other considerations (discuss as applicable) :

- (1) Priorities, allocations and allotments (IAW FAR 11.6)
_____N/A_____If N/A provide explanation

- (2) Contractor vs Government performance (IAW FAR 7.3 considerations of OBM Circular A-76
_____N/A_____
- (3) Management Information Requirements _____N/A_____
- (4) Make or Buy (IAW) FAR 15.407-2 _____N/A_____
- (5) Test and Evaluation : _____N/A_____
- (6) Environmental and Energy conservation objectives _____N/A_____

If N/A provide explanation _____

VENDOR LOAN/TEST AGREEMENT

USPFO for _____

CONTRACTING DIVISION

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1. It is known that acceptance and test, loan, or evaluation for potential use by the Government does not make a promise to pay, a recognition of novelty, originality, uniqueness, or a contractual relationship which would make the Government liable to pay for any use of information to which it would otherwise be entitled. The Government has no plan of using any article or disclosure in which the submitter has set up property rights, without compensation.
2. The Government will use care in the handling and testing of submissions. The Government will not take responsibility of liability to submitter or other for:
 - a. Damage to, destruction of, or loss of submissions resulting from testing or otherwise.
 - a. Damage or injuries due to negligence or otherwise, which are incurred or suffered by
 - b. submitters, submitter's employees, or invitees during any test of such article or disclosure which is under the control of the submitter, submitter's agents or employees.
3. The submitter agrees to indemnify and hold harmless the Government, its agents, and employees from any and all claims or causes of action whatsoever as may be incident to or come from the Government's acceptance of and its part in the test and evaluation of any article covered by this Agreement.
4. The manufacture, transportation, and maintenance of articles submitted to the Government for demonstration or testing will be done at no cost to the Government.
5. The submitter of any article for evaluation will give instructions to the Government for disposal of such articles prior to completion of the test or evaluation. The disposal shall be at the cost of the submitter.
6. The testing or evaluation of such articles will in no way cause the Government to acquire the articles submitted.
7. The articles submitted will be handled according to Government rules for safeguarding such articles from authorized disclosure. The submitter agrees that any liability of unauthorized disclosure by the Government will not go past the actual loss to the submitter caused by acts of the Government.
8. Reports on the results of demonstrations or tests will be furnished to submitters upon request. Such reports are not an endorsement of articles by the Government nor shall they be used for advertising purposes or sales promotion.
9. The acceptance of articles for demonstration, testing, or evaluation is not to be construed in any way as an acceptance or offer to accept such articles for Government use or as any promise implied that any contract to buy is to follow from the demonstration, test, or evaluation.
10. The terms of the Agreement shall be for the articles listed below, and also for all articles submitted hereafter until this Agreement expires or is terminated in writing.
11. Time of this Agreement shall be _____ to _____ unless sooner terminated by either party. _____ may remove this equipment at any time after giving prior notice to the Contracting Officer so coordinated action can be taken for timely removal. In case of changed operating conditions, the Government may

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ask the contractor to remove the equipment prior to expiration of this Agreement. _____ certify that I have read this Agreement and will adhere to its terms and conditions. I further certify that I am () sole owner () partnership member () corporation officer representing all articles and disclosure submitted for demonstration, testing, or evaluation for the company known as _____ and have full authority to bind the company.

Articles: _____

_____ (Signature of Submitter)	_____ (Signature of Contracting Officer)
_____ (Typed Name)	_____ (Typed Name)
_____ (Company Name)	_____ (Agency Name)
_____ (Company Address)	_____ (Agency Address)
_____ (Date Signed)	_____ (Date Signed)

USPFO for _____
CONTRACTING DIVISION
OR BASE CONTRACTING OFFICE, LOCATION
VENDOR ACCESS LETTER

_____ hereinafter referred to as the
"vendor" is authorized to enter _____ to discuss his/her product to authorized personnel (The

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term "authorized personnel" includes only persons under the sponsorship of military or other officials assigned to _____.

LOCATION OF DISCUSSIONS:

The parties to the document agree as follows:

1. Vendor discussions are conducted for the sole purpose of describing the characteristics of a particular item or service. Vendors are not allowed to demonstrate any product or service unless they possess a Vendor Demonstration Letter, signed by the Contracting Officer. Any discussion between the Vendor and base personnel will in no way, expressed or implied, obligate the _____, hereinafter referred to as the "Government", to purchase, rent or otherwise acquire the item(s) discussed. Vendor transportation is accomplished without cost to the Government. For purposes of this agreement, the duly authorized representative of the Government is either the Contracting Officer, or a duly appointed Government Purchase Card holder, who may purchase goods and services not to exceed their monetary limit (normally \$2500).
2. The vendor understands that any data provided by them becomes the property of the United States Government and the vendor does not possess a proprietary interest in any of the data provided.
3. The Vendor will not file any claim against the Government or will not receive compensation for any information provided.
4. The United States Government and the Department of Defense (DoD), are not bound, nor are the agencies obligated, to follow any recommendations of the vendor. The United States Government is not bound, nor is it obligated, in any way to give any special consideration to the vendor on future contracts.

VENDOR:

(Type or Print Business Name of Vendor)

BY: _____ DATE:
(Signature)

(Type or Print Name & Title)

THE UNITED STATES OF AMERICA

(Signature) DATE:

(Type or Print Name of Contracting Officer)

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MICHIGAN AIR NATIONAL GUARD HEADQUARTERS 127TH WING (ACC) SELFRIDGE ANG BASE MICHIGAN

6 June 2001

MEMORANDUM FOR ALL VENDORS AND CONTRACTORS

FROM: 127 WG/LGC
Operational Contracting Division
43200 Maple St., Bldg. 105
Selfridge ANGB MI 48045-5213

SUBJECT: Base Policy on Vendor Demonstrations and Access to Selfridge

1. Selfridge Air National Guard Base is a closed base to the public, pursuant to Section 21, Internal Security Act of 1950, 50 U.S.C. 797. Vendors requesting access to the base for the purpose of discussing or demonstrating their products or services must be cleared by the 127WG/LGC, Operational Contracting Division.
2. Vendors are to possess either a "Vendor Demonstration Letter" or a "Vendor Access Letter", signed by a contracting officer, prior to their entry and at all times while on Selfridge ANGB.
3. The examination, demonstration or discussion of any item or service will in no way, expressed or implied, obligate the Michigan Air National Guard or Department of Defense, to purchase, rent or otherwise acquire the item(s) demonstrated or discussed.
4. Our Contracting Staff, located in Building 105, (810) 307-5288, will provide assistance and guidance in ensuring a successful demonstration program.

THOMAS G. CUTLER, Brig Gen, MI ANG
Commander

SAMPLE

USPFO for _____
CONTRACTING DIVISION

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OR BASE CONTRACTING OFFICE, LOCATION VENDOR/DEMONSTRATION AGREEMENT

_____ hereinafter referred to as the
"vendor" is authorized to conduct a demonstration and/or product display for authorized personnel, of materials as
herein described, and subject to the terms of this agreement. (The term "authorized personnel" includes only
persons under the sponsorship of military or other officials assigned to _____.)

DEMONSTRATION AND/OR PRODUCT DISPLAY (Describe):

LOCATION OF DEMONSTRATION OR DISPLAY:

DATES AND DURATION OF DEMONSTRATION OR DISPLAY:

The parties to the document agree as follows:

1. Vendor demonstrations and product displays are conducted for the sole purpose of demonstrating the capability of a particular item(s) or service and not for fulfilling mission requirements for an interim time frame. The examination and demonstration of item(s) or service will in no way, expressed or implied, obligate the _____, hereinafter referred to as the "Government", to purchase, rent or otherwise acquire the item(s) demonstrated. Normally, vendors will have sole responsibility for furnishing all supplies, equipment, etc., necessary to accomplish the demonstration. On occasion, it may be desirable to furnish certain supplies and/or equipment from Government assets to support vendor demonstrations. These supplies and/or equipment will not be furnished unless approved by proper governmental authority. The vendor agrees to repair, replace or fully reimburse the Government for any damage or loss incurred while supplies and/or equipment are in his/her possession or use. Manufacture, transportation, maintenance and demonstration of items are accomplished without cost to the Government. An authorized representative of the vendor furnishing the item(s) for demonstration will conduct the demonstrations. Government personnel will neither demonstrate nor endorse the vendor's product. They must exercise due care in handling items(s) on demonstration. The Government assumes no cost or obligation, expressed or implied, for damage to, destruction of, or loss of such equipment, or for damage or injuries resulting from the submission to the Government of defective item(s) for demonstration. The Contracting Officer is the duly authorized representative of the Government for purposes of this agreement.

2. The vendor understands that any data provided by them becomes the property of the United States Government and the vendor does not possess a proprietary interest in any of the data provided.

3. The Vendor will not file any claim against the Government or will not receive compensation for any information or services provided.

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4. The United States Government and the Department of Defense (DoD), are not bound, nor are the agencies obligated, to follow any recommendations of the vendor. The United States Government is not bound, nor is it obligated, in any way to give any special consideration to the vendor on future contracts.

5. In the event the Government agrees to provide any government-owned supplies for use by the contractor, the following statement becomes a part of this agreement:

"GOVERNMENT-FURNISHED PROPERTY"

a. The Government will deliver to the vendor, for use only in connection with the agreement, the property described below (hereinafter referred to as " Government-Furnished Property").

b. Title to Government-Furnished Property shall remain in the Government. The vendor shall maintain adequate control of Government-Furnished Property in accordance with sound practice.

c. Unless otherwise provided in this agreement, the vendor, upon delivery of any Government-Furnished Property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto, and any property consumed in the performance of this agreement, is reimbursable to the Government.

d. Description (Nomenclature including serial number is applicable):

Current Market Value:

VENDOR:

(Type or Print Business Name of Vendor)

BY: _____ DATE:

(Signature)

(Type or Print Name & Title)

THE UNITED STATES OF AMERICA

(Signature) DATE:

(Type or Print Name of Contracting Officer)

Determination and Finding for Interagency Acquisition under the Economy Act

NGFARS

Agency/Contracting Activity: _____

Action: Approval of Interagency transfer of funds to _____)

Authority: Economy Act (31 U.S.C. 1535), as implemented by FAR 17.5, and supplements

Findings:

The local contracting office does not have a more efficient or economical way of fulfilling this requirement. Funding the _____ name of agency _____ realizes significant savings in this area .If no fee add: There are no administrative fees contained in the funded amount. If there is a fee: State what it is and, why the transfer is still more economical either in terms of actual contract price/cost or savings in acquisition costs. Also (or instead) talk to time savings and mission need if applicable.

If the work will be done in- house by the agency to which you are transferring the funds include:

Funding is for work performed in-house by the _____ name of agency _____ no contract obligation will be made by a _____ name of agency _____ Contracting officer.

If the Economy Act order requires contract action by the servicing agency, the D & F must also include a statement that at least one of the following circumstances applies:

The acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services. . Briefly address the contract and it's scope

The servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency. Briefly address what the capability or expertise is.

The servicing agency is specifically authorized by law or regulation to purchase such supplies or services on behalf of other agencies. Cite the law or regulation

Determination:

The supplies/services cannot be obtained as conveniently or economically by contracting directly with a private source. Use of an Interagency Acquisition is in the best interest of the Government

Name of Preparer

Title

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Approved

See NGFARS 17.502 (S-100)(c) for approval authority

Within State , Territory , or DC : USPFO

Within NCR: SES or General Level, preceded by PARC review/recommendation (prepare staff summary sheet) - see specifics NGFARS 17.502 (S-100)(c)(2) (I) thru (iii)

ATTACHMENTS

WHERE APPROPRIATE, INFORMATION IN CONTRACT POLICY LETTERS (CPL) HAS BEEN ADDED TO THE NGFAR. CPLs WHICH INCLUDE INFORMATION THAT IS STILL CURRENT BUT NOT APPROPRIATE FOR INCLUSION IN THE NGFAR ARE MAINTAINED IN GUARD KNOWLEDGE ONLINE.

THESE ATTACHMENTS WERE CREATED BY SCANNING THE DOCUMENTS THROUGH VISIONEER PAPERPORT. THERE MAY BE OCCASIONAL ERRORS IN CHARACTER RECOGNITION, WHICH WERE NOT DETECTED IN PROOFREADING.

CHARTER FOR THE NGB ACQUISITION ADVISORY COUNCIL

ADOPTED 30 APRIL 1991

AMENDED 1 OCTOBER 1992

AMENDED 24 OCTOBER 2002

NAME: The name of the council shall be the "National Guard Bureau Acquisition Advisory Council" hereinafter called "NGB-ACC".

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PURPOSE: The purpose of the Council shall be to:

- a. Assist the Principal Assistant Responsible for Contracting (PARC) in developing and promoting standardized procedures for contracting offices throughout the Army and Air National Guard.
- b. Recommend changes to policies and procedures within the National Guard Bureau relating to purchasing and contracting.
- c. Serve in an advisory capacity to the PARC on all matters as directed by the PARC.
- d. To conduct studies and surveys as directed/approved by the PARC to enhance the effectiveness of purchasing and contracting within the National guard.
- e. To provide feedback and serve as a “sounding board” on all matters relating to purchasing and contracting policies and their impact at the state level to the PARC.

ARTICLE I – MEMBERSHIP

SECTION I – MEMBERSHIP: Council shall consist of up to seventeen (17) active members, one USPFO advisor, and one ANG LG advisor as follows:

- a. One NGB-AQ representative to represent National Guard Bureau contracting activities.
- b. Up to eight Army National Guard and up to eight Air National Guard representatives. two Army National Guard and two Air National Guard representative will be responsible for each of the following areas:
 - Northeast consisting of the following States:
Connecticut, Indiana, Kentucky, Maine, Massachusetts, Michigan, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Tennessee, and Vermont.
 - Southeast consisting of the following States/Territories:
Alabama, Delaware, District of Columbia, Florida, Georgia, Maryland, Mississippi, North Carolina, Puerto Rico, South Carolina, Virginia, Virgin Islands, and West Virginia.
 - Mid-West consisting of the following states:
Arkansas, Iowa, Illinois, Kansas, Louisiana, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, Texas, and Wisconsin.
 - West consisting of the following States/Territories:
Alaska, Arizona, California, Colorado, Guam, Hawaii, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming.

CHARTER FOR THE NGB ACQUISITION ADVISORY COUNCIL (Cont.)

- c. One United States Property and Fiscal Officer (USPFO) appointed by the USPFO Advisory Council to represent that council and serve as a non-voting member and advisor to the NGB-AAC.
- d. One ANG/LG appointed by the ANG/LG Advisory Council to represent that council and serve as a non-voting member and advisor to the NGB-AAC.

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SECTION I I – QUORUM: Before transacting and NGB-AAC business, a quorum consisting of the chairman and nine NGB-AAC members must be present.

SECTION III – MEMBERSHIP TERM: The membership term shall be for three years once a rotation schedule is established.

- a. Initial term will be designated in the letter of appointment from the PARC.
- b. Replacements for those individuals serving an initial term of less than three years will fill the remaining term of the individual.

ARTICLE II – ADMINISTRATION

SECTION I – ADMINISTRATION: The NGB-AAC shall operate under the general direction of the PARC. The Council business year shall be 1 October to 30 September.

SECTION II – OFFICERS: NGB-AAC officers shall be a Chairman and a Secretary/Recorder.

SECTION III – VACANCY: Upon death, resignation, or incapacitation of an appointed NGB-AAC member, or the failure of a NGB-AAC member to carry out the duties of his/her office, the PARC may appoint a successor to fill the unexpired term.

SECTION IV – SELECTION OF NGB-AAC MEMBERS:

- a. The NGB-AAC will be selected and appointed by the PARC, with the concurrence of the State Adjutants General concerned. Except for the USPFO and the NGB representatives, the individual selected must be a warranted contracting officer.
- b. The PARC may request nominations from the various States with selection being made from those so nominated.
- c. The NGB-AAC member's end of term will be staggered to provide continuity.
- d. The appointed NGB-AAC members shall elect a chairman from their membership to serve a one year term.

ARTICLE III – SUBCOMMITTEES

SECTION I – GENERAL: The NGB-AAC Chairman may appoint subcommittees as he/she deems necessary to perform functions as approved by the PARC. Such committees shall be chaired by a member of the NGB-AAC.

ARTICLE IV – MEETINGS

SECTION I – COUNCIL REQUIREMENTS: The NGB-AAC Chairman, with the assistance of the appointed Secretary/Recorder, shall furnish a

CHARTER FOR THE NGB ACQUISITION ADVISORY COUNCIL (Cont.)

written report of findings and recommendations to the PARC within thirty (30) days following conclusion of any meeting.

SECTION II – SUBCOMMITTEE REQUIREMENTS: The chairman of each subcommittee shall furnish a written report of findings and recommendations to the NGB-AAC Chairman, within thirty (30) days following conclusion of any meetings.

SERCTION III – DISTRIBUTION:

- a. Distribution of all NGB-AAC reports shall be made as directed by the PARC.

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- b. Distribution of subcommittee reports will be made to members of the NGB-AAC.
- c. A record copy of all meetings shall be provided to the PARC for historical purposes.

DESIGN BUILD (DB) SPECIAL CONTRACT REQUIREMENTS (SCR) *include in TOC DO RFP and Award and Basic Contract. .Include in Single Project Design Build RFP and award in Section 00800.*

NG-DB-SCR 001- Design-Build Contract Order of Precedence

- a. The Contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.

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b. In the even of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:

1. Enhancements/Betterments: Any portions of the accepted proposal that both conform to and exceed the provisions of the solicitation.
2. The provisions of the solicitation. (See also Contract Clause Specifications and Drawings for Construction).
3. All other provisions of the accepted proposal.

c. Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are deliverables under the contract and are not part of the contract itself. Design products must conform with all provisions of the contract, in the order of precedence herein.

NG-DB-SCR 002. - Proposed Enhancements/ Betterments

- a. The minimum requirements of the contract are identified in the Request for Proposal. All enhancements/Betterments offered in the proposal and accepted by the Government become a requirement of the awarded contract.
- b. An "Enhancement" or "Betterment" is defined as any component or system that exceeds the minimum requirements stated in the Request for Proposal. Offerors shall submit a list of proposed enhancements/betterments with their proposal..
- c. "Government identified enhancements/betterments" include the enhancements/betterments identified on the "List of Accepted Project Enhancements/Betterments" prepared by the Government Evaluation Board and made part of the contract by alteration, and all other enhancement/betterments identified in the accepted Proposal after award.

NG-DB-SCR 003 - Designer of Record

Designer of Record approval is required for extension of design, critical materials, and deviations from the solicitation, the accepted proposal, or the completed design, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer's Representative.

- a. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." The Contractor shall provide the Government the number of copies designated of all Designer of Record approved submittals. The Government may review any or all Designer of Record approved submittals for conformance to the Solicitation and Accepted Proposal.
- b. The Government will review all submittals designated as deviating from the Solicitation or Accepted Proposal. Contracting approval is required for any deviations from the Solicitation or Accepted Proposal. Government review is required for extension of design construction submittals, used to define contract conformity, and for deviation from the completed design. Review will only be for conformance with the contract requirements. Included are only construction submittals for which the Designer of Record design documents does not include enough detail to ascertain contract compliance. All submittals not requiring Design of Record or Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

NG-DB-SCR 004. Key Personnel, Subcontractors and Outside Associates or Consultants

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In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates or consultants.

NG-DB-SCR - 005. Responsibility of the Contractor for Design

- a. The contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services.
- b. Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services described in paragraph (a) furnished under this contract.
- c. The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

NG-DB-SCR 006. Warranty of Construction Work Design Build

- a. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (1) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material or workmanship.
- d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- e. The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- f. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

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1. Obtain all warranties that would be given in normal commercial practice.
 3. Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
 4. Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- h. In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- i. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material furnished by the Government nor for the repair of any damage that results from any defect in Government furnished material or design.
- j. This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

NG-DB-SCR 007 Constructor's Role During Design Process

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the Contractor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast tracking design and construction (within the limits allowed in the contract), ensuring constructibility and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up to date redline and as built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

NG-DB-SCR 008 Value Engineering After Award

- a. In reference to Contract Clause 52.248-3 Value Engineering Construction, the government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were evaluated in competition with other offerors for award of this contract.
- b. The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.
- c. For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.
- d. In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

NG-DB-SCR 009 Sequence of Design-Construction (Non-Fast Track) *Note: Sequence of Design (Non-Fast Track or Fast Track (see following SCR). The appropriate sequence shall be placed in the solicitation and resultant award.*

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- a. After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered under Division 01 General Requirements, and obtain Government review of each submission. No construction may be started until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

NG-DB-SCR 010 [] Sequence of Design-Construction (Fast Track) *Note: Sequence of Design (Non-Fast Track or Fast Track (see preceding SCR). The appropriate sequence shall be placed in the solicitation and resultant award.*

- a. After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements as covered in the Project Book, and obtain Government review of each submission. The Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design re-submittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.
- b. If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.
- c. No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.
- c. Pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

THE FOLLOWING ARE FAR/DFAR CLAUSES THAT SHOULD ALSO BE INCLUDED IN A DESIGN BUILD PROJECT.

52.236-0025 -- Requirements for Registration of Designers - Apr 1984

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular professional field involved in a State or possession of the United States, in Puerto Rico, or in the District of Columbia.

(End of Clause)

252.227-7022 – Government Rights (Unlimited) (DFARS, Mar 1979)

The Government shall have unlimited rights in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of Clause)

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252.227-023 – Drawings and Other Data to Become Property of the Government (DFARS, Mar 1979)

All designs, drawings, specifications, notes, and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the “person for whom the work was prepared” for the purpose of authorship in any copyrightable work under 17 U.S.C. 201 (b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of Clause)

DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NATIONAL GUARD BUREAU
1411 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202-3231

NGB-AQ (715)

26 JUL 1999

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: National Guard Bureau (NGB) Centralized Acquisition

1. As Head of the Contracting Activity (HCA), NGB, I have been tasked by the Secretary of Defense with the responsibility for effectively managing the NGB's acquisition function. This requires all acquisitions comply with Federal Statutes and Executive Orders as codified in the Federal Acquisition Regulations (FAR), agency supplements, DoD directives and service regulations. In order to ensure NGB is in compliance with these laws and that a single office represents NGB in contracting, assistance and intragovernmental support matters, offices will process all such requirements through National Guard Bureau Acquisition (NGB-AQ) subordinate directorates. Requirements will not be processed through the Defense Supply Services-Washington (DSS-W); the Federal Systems Integration and Management Center (FEDSIM); the US Army Corps of Engineers, or any other agency unless prior approval is obtained from National Guard Bureau Principal Assistant Responsible For Contracting (NGB-

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PARC). The Reserve Component Automation System and the Distance Training Technology Programs are excluded from this requirement.

2. This directive is effective immediately and all NGB Directorates, Divisions, Field Operating Agencies and offices, located in the National Capitol Region, will use NGBAQ subordinate directorates as NGB's centralized contracting office. This directive applies to both the Army and Air National Guard Centers and their respective offices.

3. I cannot over emphasize the importance of this directive, and the need for cooperation in carrying out these stated objectives. It is imperative we continue to strengthen NGB's acquisition system. This is best accomplished through firm adherence to established laws, regulations and policies. I hold each director personally responsible for ensuring NGB's acquisition process is not compromised, and that we work together in achieving this goal.

//signed//

RUSSELL C. DAVIS

Lieutenant General, USAF
Chief, National Guard Bureau

DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY OF THE ARMY
ACQUISITION LOGISTICS AND TECHNOLOGY
103 ARMY PENTAGON
WASHINGTON DC 20310-0103

04 MAR 2002

SAAL-PP

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Military Interdepartmental Purchase Request (MIPR)

A recent Department of Defense Inspector General audit report identified deficiencies in local policies and procedures governing the use and control of Military Interdepartmental Purchase Request (MIPR). The report found that local policies and procedures did not adequately address acquisition planning, offloading, funding, and controls to ensure that MIPRs are properly executed.

This memorandum provides guidance on obtaining contract support to fulfill requirements for supplies and services when a requiring activity is considering using another agency's contracts and providing funds via MIPR. It superceded all previous guidance on the subject (previously provided under the subject Contract Offloading Clarification and dated March 18, 1996.)

Army requiring activities shall obtain their acquisition and contract support from the Army or DoD organization best suited to satisfy their requirement in terms of technical capability, quality, cost (including administrative support cost charged by the procuring /servicing activity), and timeliness.

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Before an Army requiring activity fulfills a requirement by using another agency's contract or contracting services, it shall first give its supporting contracting office the opportunity to execute and manage the procurement action. The supporting contracting office will take a best value approach to the requirement, and will consider all acquisition alternatives, including contracting directly with a private source or using another agency's contracts or services.

Contract offloads and Economy Act transactions normally involve administrative cost that the servicing agency imposes as a fee (usually a percentage of the requirement's cost.) These administrative fees must be considered when determining whether the use of an Economy Act order is in the Government's best interest.

Specific guidance regarding the use of MIPR's is available in the Federal Acquisition Regulation (FAR) subpart 17.5 and the Defense Federal Acquisition Regulation Supplement subpart 217.5 - "Interagency Acquisitions Under the Economy Act," DoD Instruction 4000.19 - "Interservice and Intragovernmental Support," and DoD 7000.14R - DoD Financial Management Regulations (FMRs), Volume 11A, Chapter 3 - "Economy Act Orders," and should be consulted prior to pursuing a contract offload or Economy Act transaction.

Questions concerning this guidance should be directed to Bill Kley at (703) 681-1035, DSN 761-1035, or email bill.kley@saalt.army.mil.

Kenneth J. Oscar
Deputy Assistant Secretary of the Army
(Policy and Procurement)

DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NATIONAL GUARD BUREAU
1411 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202-3231

NGB-AQ

13 January 2003

MEMORANDUM FOR

NGB-ZC
NGB-CIO
NGB-ARZ
NGB/CF

SUBJECT: Offloading of National Guard Bureau (NGB) Centralized Acquisitions

1. As Principal Assistant Responsible for Contracting (PARC) for NGB, I have the responsibility for assuring our acquisitions comply with Federal Statutes and Executive Orders as codified in the Federal Acquisition Regulation (FAR) and its supplements, DoD directives and service regulations. I am also responsible for ensuring that acquisitions follow smart business principles and practices.

2. Offloading requirements to agencies outside of NGB for completion, heightens the potential for waste and abuse, loss of management control over NGB appropriated funds, manpower reductions and exposure to Anti-Deficiency Act violations. Offloading

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incurs overhead costs in excess of what would be required if the support were provided by the appropriate NGB procurement authority and causes a loss of oversight and accountability by the requiring activity for the funds appropriated.

3. In order to ensure NGB is in compliance with applicable laws, regulations and business principles and that NGB is consistent in contracting, assistance and intragovernmental support matters, offices within the National Capital Region (NGB, ARNG, ANG and CIO) are required to process their acquisition requirements through their appropriate National Guard Bureau Acquisition Division (NGB-AQ) contracting office. Federal acquisition requirements originating in the States, should be processed through the Procurement and Contracting (P&C) office of the U.S. Property and Fiscal Office (USPFO).

4. Requirements should not be processed through any non-NGB office without prior approval from the National Guard Bureau Principal Assistant Responsible for Contracting (NGB-PARC). The process for obtaining this approval is delineated in the NG FAR for contracting matters, NGR 5-1 for assistance matters, and NGR 5-2 for other intergovernmental and interagency matters.

NGB-AQ

SUBJECT: Offloading of National Guard Bureau (NGB) Centralized Acquisitions

5. This policy has been in effect since 1990 and has been amplified most recently on 26 Jul 1999 by the Chief, National Guard Bureau. This policy applies to all NGB Directorates, Divisions, Field Operating Agencies and offices located in the National Capital Region. Additionally, the policy applies to the States that use the USPFO P&C offices as their contracting offices. Your cooperation is essential in assuring the success of these essential objectives.

FOR THE CHIEF, NATIONAL GUARD BUREAU:

THOMAS H. KENNEDY
Principal Assistant Responsible
for Contracting

**DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NATIONAL GUARD BUREAU
1411 JEFFERSON DAVIS HIGHWAY
ARLINGTON, VA 22202-3231**

NGB-AQ (1f)

4 January 2001

MEMORANDUM FOR NGB-AQC, LTC Paul Gerbers, 1411 Jefferson Davis Highway,
Arlington, VA 22202

SUBJECT: Center of Excellence in Service Contracting

1 References

- a. Sub-Section 821(c) of the National Defense Authorization Act for 2001.
- b. Memorandum from Mr. Edward G. Elgart, Acting Deputy Assistant Secretary of the Army (Procurement), subject – “Centers of Excellence in Service Contracting - Alert Order” dated 16 November 2000.

2. Effective 1 January, 2001, NGB-AQC is hereby designated as the National Guard “Center of Excellence in Service Contracting”.

3. As the National Guard “Center of Excellence in Service Contracting”, you will function as a clearing house by soliciting, identifying, consolidating, organizing and disseminating best practices and lessons learned in service contracting within the National Guard Bureau and throughout National Guard field contracting offices. Once you

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have identified, consolidated, and organized potential National Guard best practices and lessons learned in service contracting, you will post them to your web site. You are encouraged to establish a team consisting of a variety of expertise from the Acquisition Policy Division. Contracting, Legal, and customer organizations to assist in the identification, consolidation, organization, and quality review of best practices and lessons learned prior to posting to your web site.

4. The point of contact for this matter is Mr. Gary R. Heidle, NGB-AQO, (703) 607-1002, e-mail heidleg@ngb.af.mil.

NOTE: Mr. Heidle has retired. Contact Ms. Janice Book, NGB-AQP, 703-607-1494.

FOR THE CHIEF, NATIONAL GUARD BUREAU

//signed//

THOMAS H. KENNEDY

Director of Acquisition

Principal Assistant Responsible

For Contracting

GRANTS AND COOPERATIVE AGREEMENTS AND SUPPORT AGREEMENTS

References:

NGR 5-1/ANGI 63-101, Management of National Guard Grants and Cooperative Agreements

NGR 5-2/ANGI 63-102, Interservice/Intragovernmental Support Agreements

Management of National Guard Cooperative Agreements and Support Agreements Course
Textbook

Definitions:

RECIPIENT: A recipient is an organization or individual receiving financial assistance directly from federal awarding agencies to carry out a project or program.

GRANT: A grant is a legal instrument used when the principal purpose of the relationship between the United States and a recipient is to transfer a thing of a value to the recipient to carry out a public purpose of support or stimulation, and substantial involvement of the United States with a recipient when carrying out the grant activities **is not** anticipated. It is a financial assistance instrument.

COOPERATIVE AGREEMENT: A Cooperative Agreement is a legal instrument used when the principal purpose of the relationship between the United States and a recipient is to transfer a thing of a value to the recipient to carry out a public purpose of support or stimulation, and substantial involvement of the United States with a recipient when carrying out the grant activities **is** anticipated. It is a financial assistance instrument.

SUPPORT AGREEMENT: A Support Agreement is an agreement to provide recurring support to another Federal Government activity or component (within or outside of DoD), and complete

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reimbursement of costs by the receiver to the supplier (usually the National Guard Bureau) is involved. The term "Support Agreement" is inclusive of agreements referred to as "Interservice Support Agreements and Intragovernmental Support Agreements". A support agreement is not a financial assistance instrument.

Sources of Further Information:

The Guard Knowledge Online Web Site has information pertaining to grants and cooperative agreements and support agreements.

On the pull down menu at the top, click on "3-NGB-AQ Contracting".

Information on cooperative agreements can be found by clicking on the following sequences of links:

Click on the "NGB-AQA" link (under the heading "Divisions"). Then click on the "Cooperative Agreement Cost Reimbursement Policy" link.

or

Click on the "File Download Library" link (under the heading "Cooperative Agreements"). Then click on the "NGR 5-1 ANGI 63-101" link. (This site has information on grants, also.)

or

Click on the "Agreement Formats" link (under the heading "Cooperative Agreements").

Information on Support Agreements can be found by clicking on the following sequences of links:

Click on the "Support Agreements" link (under the heading "Cooperative Agreements").

or

Click on the "File Download Library" link. Then click on the "NGR 5-2 ANGI" link.

Procurement Desktop – Defense (PD²) Standard Procurement System (SPS)

References:

AMS Procurement Desktop-Defense PD² Standard Operating Procedures (SOP)
Army SPS Concept of Operations (CONOPS)

(both available on SPS Knowledge Base website (see address below))

Description:

PD² is a procurement software package designed to enable electronic flow of data from initiation of requirement to final payment.

Website Addresses:

The following are SPS web site addresses from American Management Systems (AMS) which are affiliated with PD²/SPS.

PD2/SPS Web Site: pd2.ams.com or sps.ams.com
SPS Knowledge Base: kb.ams.com
SPS-1 Web Site: spsi.ams.com
SPS Chat Web Site: chat.ams.com
AcquiLine Web Site: acquiline.ams.com

Reporting/Solving Problems:

The normal chain of events for reporting PD²/SPS problems/issues/concerns is as follows:

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1. Report the problem/issue/concern to the on-site Systems Administrator (SA).
2. If SA cannot resolve the matter,
 - a. The SA will report the following to the Readiness Center:
 - (1) Network Problems
 - (2) Data Base Problems
 - b. The SA will report systems/software problems to the AMS Help Desk.
 - c. If the AMS help desk cannot resolve the matter, they will forward the matter to the Army Response Team (ART).
 - d. If the ART cannot resolve the matter, the SA and the ART will report it to the HQ/NGB-AQ SPS Program Manager.

Partnering

What is Partnering?

The Partnering *concept* is not a new way of doing business -- some have always conducted themselves in this manner. It is going back to the way people used to do business when a person's word was their bond and people accepted responsibility. Partnering is not a contract, but a recognition that every contract includes an implied covenant of good faith.

While the contract establishes the legal relationships, the Partnering process attempts to establish working relationships among the parties (stakeholders) through a mutually-developed, formal strategy of commitment and communication. It attempts to create an environment where trust and teamwork prevent disputes, foster a cooperative bond to everyone's benefit, and facilitate the completion of a successful project.

-- Associated General Contractors of America (AGC)

Partnering is the creation of an owner-contractor relationship that promotes achievement of mutually beneficial goals. It involves an agreement in principle to share the risks involved in completing the project, and to establish and promote a nurturing partnership environment. Partnering is not a contractual agreement, however, nor does it create any legally enforceable rights or duties. Rather Partnering seeks to create a new cooperative attitude in completing government contracts. To create this attitude, each party must seek to understand the goals, objectives, and needs of the other--their "win" situation --and seek ways that these objective can overlap.

-- Portland District, Corps of Engineers

Background -

In recent years litigation has risen dramatically in construction contracting. This is primarily the result of a highly competitive, high-risk business. This has evolved, in many settings, into relationships that are both unrewarding and adversarial. For example, the Corps of Engineers saw contract claims grow by 200% in a 10 year period and a dollar value of \$1 billion annually in 1991. The commercial world saw similar trends that saw high energy being spent on preparing for litigation rather than rapid resolution and project completion in a timely and successful manner. Alternate Disputes Resolution (ADR) was a precursor to Partnering and is sometimes included in the process. However it still has a winner and a loser. Partnering takes ADR one step farther to a win-win philosophy.

Key Elements of Partnering –

Commitment - Like TQM, commitment must come from the top. In our environment you, as the USPFO are the key player.

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Equity - Mutual goals are created to support win-win thinking.

Trust - Teamwork calls for avoiding cynicism about others' motives. Strong communications leads to the understanding that brings trust and the resultant synergistic relationship.

Partnering - continued

Development of Mutual Goals/Objectives - Developed through the vehicle of a Partnering workshop where all stakeholders identify their respective goals. Final product is jointly developed, mutually agreed to goals and objectives.

Implementation - Stakeholders together develop strategies for implementing their mutual goals and the mechanisms for solving problems.

Continuous Evaluation - Not unlike a self inspection - to ensure the plan is proceeding as intended and all are carrying their load.

Timely Responsiveness - Keyed upon rapid issue resolution and decision making.

Benefits of Partnering –

Reduced exposure to litigation - Open communication and issue resolution strategies.

Lower risk of cost overruns - Better time and cost control over the project.

Better quality - Energies are focused on ultimate goal and not on adversarial concerns.

Open communications - Allows for more efficient resolution.

Lower administrative costs - By reducing or eliminating defensive case building.

Increased opportunity for innovation - Function of (1) trust and (2) Value Engineering.

Increased opportunity for financial success - Because of non- adversarial win-win attitude.

Potential Problems -

1. Those used to adversarial environment maybe uncomfortable.
2. Giving lip service without commitment.
3. Changing myopic thinking of the need for personal win of every battle.

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What Is The Process?

Educating your organization - Must be done before attempting to Partner.

Make Partnering intentions clear - Use solicitation to advertise your intent. Remember, its voluntary. Contractor can also make the proposal to partner after an award.

Partnering - continued

Commitment from top management at the start - Suggest this be at the USPFO/Contractor CEO level as a minimum. BCE, Contracting Officer and other members of the offices must be in tune.

The Partnering Workshop - Essential to put the program into place. Workshop can range from an off site formal facilitated multi-day program to lesser degree using local trained facilitators. An absolute is that all the key players take part. As a part of the workshop the group develops:

- **A Partnering Charter.**

- **An Issue Resolution Process.** Concentrates on how to resolve problems and when to escalate. It's the key to making timely decisions and delay avoidance.

- **A Joint Evaluation Process.**

- **Discussion of Individual Roles/Concerns.** The time to get concerns up on the table and to clarify roles. A good time to play out both good and bad experiences. Developing a high trust culture is paramount.

Periodic Evaluation - At agreed upon time intervals this process helps ensure that relationships and attitudes are not lost and that objectives are on track.

Occasional Escalation of an Issue - Conflicts are inevitable. Do not hesitate to escalate in order to reach timely decisions within the spirit of the charter.

Find Evaluations and Celebration - Provides for closure, and a celebration is an important human consideration for all participants.

Contacts-

At ANG/CEC: Bill Whitt
DSN 278-8067

Ben Lawless
DSN 278-8085

AT NGB-AQ: George Harris
DSN 327-0991

C. NGB-JA 01 Oct 01

MEMORANDUM FOR NGB-AQ GEORGE HARRIS

SUBJECT: Reimbursement for Security Guards at State National Guard Facilities Under the Cooperative Agreement

1. You have asked us to opine whether there is any other contracting vehicle aside from the cooperative agreement that would allow the hiring of Security Guards for state facilities. Also, we have been asked to clarify whether the prohibition identified in 10 U.S.C. § 2465 applies. For the reasons detailed below we conclude the prohibition at 10 U.S.C. § 2465 does not apply to National Guard Facilities and that the Cooperative Agreement is the only correct vehicle to provide Security Guards for State National Guard facilities.

2. Although 10 U.S.C. § 2465 prohibits the use of Federal funds appropriated to DoD to contract for security guard services at military installations or facilities, this office has opined that “military installations” means under the control and jurisdiction of the service secretary concerned. Therefore, the prohibition found at 10 U.S.C. § 2465 does not apply to National Guard facilities that are under state control or jurisdiction.

3. National Guard facilities are owned and controlled in various ways. Below we will identify the various methods of control and identify whether or not security guard services may be reimbursed via the cooperative agreement:

- a. **State Owned National Guard Facilities.** Regardless whether there were Federal contributions to the construct the facility or whether Federal funds reimburse for maintenance of the facility, the facility is a state facility and the state may be reimbursed for security guard services. Several of our ANG bases operate as part of a municipal airport authority, in these cases, the National Guard facilities are not under the control and jurisdiction of the Service Secretaries. Therefore, the cooperative agreement may be used for state security guard service contracts for guarding the National Guard facility.
- b. **State Owned--Leased to DoD Organization--Licensed to the State, National Guard Facilities.** Unless otherwise stated in the license or lease, these facilities are under the control and jurisdiction of the state. Each state judge advocate should review licenses and/or leases to insure no special considerations were agreed to that

NGFARS

require the state to follow DoD, AF or Army security guidance or that identifies a service secretary as retaining jurisdiction and control over the facility during the period of the lease or license. Where the license or lease is silent, the facility is a state facility and the state may be reimbursed for security guard services.

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c. **DoD Organization Owned—Licensed to the State, National Guard Facilities.**

Unless otherwise stated in the license, these facilities are under the control and jurisdiction of the state. Each state judge advocate should review the license to insure no special considerations were agreed to that requires the state to follow DoD, AF or Army security guidance or that the license identifies a service secretary as keeping jurisdiction and control over the facility. Where the lease is silent, the facility is a state facility and the state may be reimbursed for security guard services.

4. Any National Guard facility that does not conform to one of the above ownership/operation scenarios should be identified to NGB-JA for further consideration.

5. The Cooperative Agreement is the proper vehicle to provide this support. Because the guarding of state facilities is not for the direct use and benefit of the NGB, a procurement contract would not be authorized. (31 U.S.C. § 6303) Instead, we are transferring a thing of value (money) to carry out a public purpose of support (protecting the federal property and personnel of the state National Guard) over which the NGB expects substantial involvement in carrying out the activity. (31 U.S.C. § 6305) Note, given that the prohibition identified in 10 U.S.C. § 2465, security guard services should only be purchased using state contracting procedures.

6. POC for this action is the undersigned, 703-607-2697, DSN 327-2697.

FOR THE CHIEF COUNSEL, NATIONAL GUARD BUREAU:

/S/

JOHN T. GERESKI, JR.

VIII. LTC, JA

Contract & Fiscal Law Team

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CPL 92-4 Status Report on Specified Contract Audit Reports, 16 October 1992

CPL 93-3 Defense Acquisition Workforce Improvement Act (DAWIA) Educational Standards for the Contracting Workforce, 3 May 1993

CPL 94-3 Joint Contract Policy Letter (CPL) 94-3, and ANG Engineering Technical Letter (ANGETL) 94-3: Job Order Contracting (JOC) Lessons Learned, 15 July 1994.

CPL 95-3 Request for a Simplified Acquisition Procedures Warrant, 22 September 1995.

CPL 95-4 Mandatory Course Fulfillment Program and Competency Standards, 23 October 1995.

CPL 96-13 Application of Labor Standards Provisions to Hazardous Materials HAZMAT Cleanup Contracts, 26 November 1996.

CPL 96-X (NO CPL NUMBER ASSIGNED) Certification of AGR Purchasing and Contracting Personnel, 29 July 1996

CPL 97-1 Advance Copy – Operating Procedures – DCPDS for the Acquisition Professional Development Program (Volume 15), 20 February 1997.

CPL 97-2 Addendum to the Air Force Acquisition Training Office Operating Procedures for Mandatory Training, 10 March 1997.

Note: This will be changed. New policy and procedures dated 2000.

Refer to: www.safag.hq.af.mil/acq-workf/training

CPL 97-8 Impact of Acquisition Reform on GS 1105 and GS 1106 Positions, 6 August 1997

CPL 98-1 Semi-annual Enforcement Reports (Davis Bacon), 23 February 1998

CPL 98-3 Wage-Determinations-On-Line (WDOL) and Non-Standard Job Classifications, 24 March 1998

CPL 98-6 National Guard Bureau Paperless Contracting, 30 March 1998

CPL 98-7 “EXECUTION GUIDE”, “BEST VALUE”, CONSTRUCTION TASK ORDER CONTRACTS, 31 March 1998

CPL 98-8 Model IMPAC SOP, 31 March 1998

CPL 98-9 JOB ORDER CONTRACTING GUIDE, 31 March 1998

CPL 98-10 Sole-Source Procurement of Commercial Items, 7 April 1998

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CPL 98-11 Central Contractor Registration, 16 April 1998

CPL 98-15A Interim Guidance- Randolph Sheppard Act

CPL 98-16A Collection of Past Performance Information – Army Acquisition Letter 98-1, 24 July 1998.

CPL 98-19 Future of Army Acquisition (Contracting) Workforce – Questions and Answers, 17 June 1998.

Note: This will be changed. New operating procedures dated 2000 (Sep) AFATD.

CPL 98-21A New Reporting Requirement for Agency Protest, 22 December 1998.

CPL 98-24 Class Deviation to DFARS 213.203-1(i)- Use of Letter Format in Lieu of DD Form 1155, Order for Supplies or Services (98-DEV-8), 31 July 1998.

CPL 98-28 DAU Consortium School Information, 17 November 1998.

CPL 99-04 National Guard Implementation of USD(A&T) Policy on Continuous Learning for the Contracting and Acquisition Career Series, 26 August 1999.

CPL 00-03 Mandatory Central Contractor Registration (CCR) and Electronic Funds Transfer (EFT), 17 May 2000.

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CPL 01- 04 Competition Goal for FY 01, 25 January 2001.

CPL 01-06 Meeting National Guard Socioeconomic Goals, 26 June 2001.

CPL 01-08 Small Business Competitiveness Demonstration Program, 20 August 2001.

CPL 01-09 Contracting Activity in Support of Anti-Terrorist Missions, 5 October 2001.

.....
CPL 02-01 Suspended – 28 February 2002. Paperless Contracting Report, 26 February 2002.

CPL 02-02 level III Certification of National Guard Contracting Personnel, 5 April 2002.

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CPL 03-01 Contracting for Dental Care of Soldiers Scheduled for Deployment, 13 January 2003.

CPL 03-02 National Guard Competition Goal for Fiscal Year 2003, 13 January 2003.

CPL 03-03 Army Guard Security Forces. 27 January 2003.

CPL 03-04 Delegation of Authority for Procurements for Defense Against or Recovery from Terrorism of Nuclear, Biological, Chemical or Radiological Attack, 24 April 2003.

CPL 03-05 Franchise Fund Private Sector Temporaries, 24 April 2003.

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.....
CPL 91-1 DELETED – ADDED TO NGFAR 36.213-3(e). Unit Price or Combination Lump Sum/Unit Price Acquisition Procedures, 16 May 1991

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CPL 91-5 DELETED – ADDED TO NGFARS 36.601-3-90. NGB Policy and Guidance on the Issuance of Request for Proposal (RFP) for Architect-Engineer (A-E) Services, 5 December 1991

CPL 91-7 DELETED - ADDED TO NGFARS 1.602-1(b)(S-100) Authority. Contracting Officer Signatory Limitation for Requirements/Indefinite Delivery Type Contracts, 20 December 1991

.....
CPL 92-5 DELETED – ADDED TO NGFARS 1.603-4. Termination of Contracting Officer Certificate of Appointment, 3 November 1992

.....
CPL 93-1 DELETED – OUT OF DATE – FOLLOW FAR/DFARS 15.403. Adequate Documentation Required to Justify Waiver of Field Pricing Support, 3 March 1993

CPL 93-4 CANCELLED 1 Oct 99 - SAACONS Hotline Procedures, 4 May 1993

.....
\
CPL 94-2 DELETED – FOLLOW AFARS 5117.9000. Job Order Contracting, 16 November 1994

CPL 94-5 DELETED – FOLLOW AFARS 5117.9000. Scope of the Use of Job Order Contracts (JOC), 16 November 1994.

CPL 94-6 DELETED – SEE SADBUD GUIDANCE - Contracting Officer Responsibility for Determining 8(a) and Small Disadvantaged Business Set-Aside for Construction and SRM Projects, 7 December 1994.

CPL 94-7 DELETED - see CPL 99-01

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CPL 96-4 DELETED – ADDED TO NGFAR SEE 1.102 and ATTACHMENTS. Use of “Partnering” Concept in Construction Contracting, 22 July 1996.

CPL 96-5 DELETED – SEE FAR 5.202(a)(13). Synopsizing Contract Actions, 9 September 1996.

CPL 96-6 DELETED – ADDED TO NGFAR – FORMS AND CHECKLIST. Pre-negotiation Memorandum (POM) and Price Negotiation Memorandum (PNM) Formats, 16 October 1996.

CPL 96-8 DELETED – SEE SADBUD GUIDANCE - Evaluation Preference for Small Disadvantaged Business (SDB) Concerns in Construction Acquisitions – Test Program, 18 October 1996.

CPL 96-9 DELETED – ADDED TO NGFAR SEE 1.603-1 and FORMS AND CHECKLIST. Contracting Officer's Warrant Worksheet (Revised), 31 October 1996

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CPL 96-12 DELETED – FOLLOW DFARS 201.304. Use of “Local” Clauses in Solicitations/Awards, 2 December 1996

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CPL 97-4 DELETED – ADDED TO NGFAR 1.602-1(b)(S-100) Authority. Test Program for Certain Commercial Items, 19 May 97

CPL 97-7 EXPIRED – DELETED - FY 98 ANG Allocations for 3 Level School – L3ABR6C031 005 and 7 Level School L3ACR6C071 000, 23 July 1997.

.....
CPL 98-2 CANCELLED see CPL 01-01 (should be 01-02) dated 3 January 2001. Performance-Based Service Contracting (PBSC), 16 March 1998

CPL 98-4 CANCELLED 5 October 2000 - Authority for Severable Service Contracts that Cross Fiscal Years, 30 March 1998

CPL 98-4A CANCELLED 5 October 2000 - Data Call for Severable Service Contracts Crossing Fiscal Years (FYs) not Exceeding One Year, 22 September 1998.

CPL 98-5 DELETED– OUT OF DATE - Architect-Engineer Training Aid, 30 March 1998

CPL 98-12 DELETED see AFARS Part 5115. AFARS Part 15, 11 May 1998

CPL 98-13 DELETED – 1 OCTOBER 1998 – FOR JOC follow AFARS 5117.9004-2(g). Waiver Authority (98-DEV-4) for use of Evaluation Preference for SDB Concerns Bidding on Job Order Contracts, 22 May 1998

CPL 98-15 CANCELLED see CPL 98-15A

CPL 98-17 DELETED - see DFARS 219.800. Section 8(a) Contracts, Streamlined Procedures, 5 June 1998.

CPL 98-26 NOT ISSUED

CPL 98-27 DELETED – ADDED TO NGFARS 6.502 - National Guard Competition Goal for Fiscal Year 1999, 15 October 1998.

CPL 98-29 CANCELLED 26 February 2002 -Paperless Contract Reporting, 19 November 1998.

.....
CPL 99-02 DELETED - EXPIRED – SEE CPL 00-01 -- Test Program for Construction IFB Review and Approval, 1 March 1999.

CPL 99-03 DELETED - EXPIRED – JULY 2000. Reporting on the Use of Multiple Award Task Order Contracts – DATA CALL, 29 July 1999.

.....
CPL 00-01 DELETED - EXPIRED – See TABLE 1-1 in NGFARS - Test Program for Construction IFB Review and Approval, 14 January 2000.
.....

CPL 01-01 EXPIRED – 29 JANUARY 2001. Toshiba Class Action Settlement Claim – Deadline Extension to January 29, 2001.

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CPL 01-05 CANCELLED – 21 JUNE 2001. Army National Guard Contractor Manpower Reporting Requirement – Immediate action is necessary, 26 April 2001.

CPL 01-07 RESCINDED - SEE CPL 01-08 – 20 AUGUST 2001. Small Business Competitiveness Demonstration Program, 26 June 2001.

CPL 02-01 SUSPENDED – 28 February 2002. Paperless Contracting Report, 26 February 2002.

WEBSITES

CURRENT THROUGH: 20 February 2002

CONTRACT & FISCAL LAW WEBSITES

A

ABA LawLink Legal Research Jumpstation
ABA Network

<http://www.abanet.org/lawlink/home.html>
<http://www.abanet.org/>

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ABA Public Contract Law Section (Agency Level Bid Protests)

[agen_bid.html](#)

Acquisition Reform Network

Agency for International Development

Air Force Acquisition Reform

Air Force Civil Engineer Support Agency (Competitive Sourcing Support)

[ntracts/Outsourcing/default.htm](#)

Air Force Civil Engineer Support Agency (CEX)

[eadiness/default.html](#)

Air Force Civil Engineer Support Agency (Readiness)

Air Force (Contracting Completed Projects)

[ml](#)

Air Force Home Page

Air Force Material Command Web Page

AFMC Operational Contracting Home Page

[Q-AFMC/PK/pko/index.htm](#)

Air Force Services Agency (food service/mess attendants/PWS)

Air Force Site, FAR, DFARS, Fed. Reg.

Alternate Disputes Resolution (Air Force)

Alternate Disputes Resolution (Army) <http://www.hqda.army.mil/ogc/homepage.htm>

Alternate Disputes Resolution (Interagency Working Group) <http://www.usdoj.gov/adr>

AMC Command Counsel News Letter (Text Only)

[sel_text](#)

AMC – HQ Home Page

ANG Base (Selfridge) web site

Armed Forces Vacation Club

Armed Services Board of Contract Appeals

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Army Acquisition Reform Home Page

[m](#)

Army Corps of Engineers (Army engineering publications)

Army Corps of Engineers (Contractor Appraisal and Support Web System)

Army, Department of the

Army Doctrine and Training Digital Library (information on Army schools and Army documents)

Army Electronic Commerce Home Page

Army Family Liaison Home Page

[y.htm](#)

Army Financial Management Home Page

Army Financial Operations (Pay rates, drill pay, travel voucher information)

Army Forces Command (FORSCOM)

Army Home Page (Public Affairs)

Army Logistics Management College (ALMC) Class Schedules

Army Material Command

Army Material Command Acquisition Policy Page

[ap/aqnpol.html](#)

<http://www.abanet.org/contract/federal/bidpro/>

<http://www.arnet.gov>

<http://www.info.usaid.gov>

<http://www.safaq.hq.af.mil>

<http://www.afcesa.af.mil/Directorate/CEO/Co>

<https://wwwmil.afcesa.af.mil/directorate/cex/r>

<https://wwwmil.afcesa.af.mil/>

<http://www.il.hq.af.mil/aflma/lgc/lgccomp.sht>

<http://www.af.mil/>

<http://www.afmc.wpafb.af.mil>

<http://www.afmc.wpafb.af.mil/organizations/H>

<https://www-r.afsv.af.mil/>

<http://farsite.hill.af.mil>

<http://www.adr.af.mil/>

http://www.amc.army.mil/amc/command_coun

<http://www.amc.army.mil>

<http://www.selfridgecontracting.com/>

<http://www.afvclub.com/>

<http://www.law.gwu.edu/asbca/>

<http://dacm.rdaisa.army.mil/>

<http://www.saalt.army.mil>

<http://acqnet.saalt.army.mil>

<http://acqnet.saalt.army.mil/acqref/acqref13.ht>

<http://www.usace.army.mil/usace-docs>

<https://www.nwp.usace.army.mil/ct/i>

<http://www.hqda.army.mil>

<http://www.adtdl.army.mil>

<http://www.armyec.sra.com/>

<http://www.hqda.army.mil/acsim/family/famil>

<http://www.asafm.army.mil/homepg.htm>

<http://www.asafm.army.mil/financial.htm>

<http://www.forscom.army.mil>

<http://www.dtic.mil/armymilink>

<http://www.almc.army.mil>

<http://www.amc.army.mil>

<http://www.amc.army.mil/amc/rda/rda->

NGFARS

Army Medical Department (AMEDD)

[default2.htm](#)

Army SPS Web Site (Ft Lee)

AMEDD Center and School

AMEDD Department of Training Support (DTS)

Army National Guard, Welcome to the

Army National Guard –“Guardlink”

Army Reserve Benefits

[m](#)

Army Ribbons Order of Precedence

[ibbonsleft1.html](#)

Army Single Face to Industry (ASFI)

<http://www.armymedicine.army.mil/armymed/>

<http://armysps.sdcl.lee.army.mil/>

<http://www.cs.amedd.army.mil>

<http://www.cs.amedd.army.mil/DTS>

<http://Guard Knowledge Online.ngb.army.mil/>

<http://www.ngb.dtic.mil/>

http://www.army.mil/usar/benefits/toc_bnft.ht

<http://www.dtic.mil/soldiers/jan1998/ribbons/r>

<http://acquisition.army.mil>

IX. B

Big Book – Yellow pages of 16 million businesses

Bureau of the Census

<http://www.bigbook.com>

<http://www.census.gov>

X. C

CAS2Net

Census Bureau

Central Contractor Registration

Clothing Allowances

[g.htm](#)

Clothing and Individual Equipment (Organizational CIE (OCIE), civilian clothing allowances, and more.)

Combined Arms and Services Staff School (CAS3)

Command and General Staff College

Commercial Business Environment Final Report (Section 912(c))

Commerce Business Daily

<https://acqdemoii.army.mil>

<http://www.census.gov/epcd/www/naics.html>

<http://www.ccr.gov>

<http://www.lewis.army.mil/9fb/soldier/clothin>

<http://www.forscom.army.mil/ocie>

<http://www-cgsc.army.mil/cas3>

<http://www-cgsc.army.mil>

<http://alpha.lmi.org/cbe/>

<http://cbdnet.access.gpo.gov/index.html>

or

<http://www.govcon.com/>

<http://www.census.gov>

<http://www.gao.gov/decisions/decision.htm>

<http://www.cbo.gov>

www.access.gpo.gov/su_docs/aces/aces150.ht

<http://thomas.loc.gov/>

<http://www.gsa.gov/staff/v/guides/instructions>

<http://www.faionline.com>

or

<http://www.gsa.gov/fai>

<http://www.wifcon.com/mapindex.htm>

[ml](#)

Congress on the Net-Legislative Info

Contract Pricing Guides (address)

[htm](#)

Contracting Officer's Representative Training

Contracting Web Links

NGFARS

Contract Pricing Reference Guides

[m](#)

Cost Accounting Standards Board
Court of Federal Claims

<http://www.gsa.gov/staff/v/guides/volumes.ht>

or

<http://www.acq.osd.mil/dp/cpf/>

<http://www.gao.gov/casb1.htm>

<http://www.uscfc.uscourts.gov/>

XI. D

DCAA Web Page
GOVCON Electronic Marketplace
Defense Acquisition Personnel Demo Website
Defense Acquisition Deskbook
Defense Acquisition Revolution
Defense Acquisition University
Defense Acquisition University Online Catalog

<http://www.dcaa.mil>

<http://www.govcon.com>

<http://www.acq.osd.mil/acqdemo>

<http://www.deskbook.osd.mil>

<http://www.acq.osd.mil/ar/>

<http://www.acq.osd.mil/dau/>

<http://www.acq.osd.mil/dau/catalog.html>

Or

<http://dau.fedworld.gov/dau/>

<http://www.dtic.mil/contracts>

<http://www.acq.osd.mil/ddre/edugate/>

<http://www.asafm.army.mil/DFAS>

<http://www.disa.mil/disahomejs.html>

<http://www.dla.mil>

<http://www.acq.osd.mil/dp/>

<http://www.dtic.mil>

<http://www.defenselink.mil>

<http://www.doe.gov>

<http://www.usdoj.gov>

<http://www.va.gov>

<http://www.deskbook.osd.mil>

<http://www.acq.osd.mil/dp/dars/dfars.html>

<http://www.dfas.mil/>

<http://eda.ogden.disa.mil/>

<http://www.asafm.army.mil/DFAS>

<http://www.dfas.mil/money/vendor/index.htm>

<http://web1.whs.osd.mil/diorcat.htm>

<http://www.acq.osd.mil/ar/>

<http://www.dodbusopps.com/>

<http://web1.whs.osd.mil/peidhome/guide/cfda/>

[cfda.htm](#)

DOD Claimant Program Number (Procurement Coding Manual)

<http://web1.whs.osd.mil/peidhome/guide/mn0>

[2/mn02.htm](#)

DOD Contracting Regulations

<http://www.dtic.mil/contracts>

DOD Directives/Instructions

<http://www.dtic.mil/whs/directives>

DOD EC/EDI Information

<http://www.acq.osd.mil/ec>

DOD Electronic Forms (Contains some forms not included on USAPA web site)

<http://web1.whs.osd.mil/icdhome/ddeforms.ht>

[m](#)

DOD Environmental Resources

<http://www.dtic.mil/envirodod/dodenvir.html>

DOD Home Page

<http://www.dtic.mil/defenselink>

DOD Index of Specifications and Standards

<http://www.dodssp.daps.mil>

NGFARS

DOD Instructions and Directives
DOD Purchase Card Home Page
DOD SADBU
DOD SOCO Web Page

[ethics](#)

DOD Standards
Department of Interior Acquisition Toolbox
Department of Treasury
DOL Wage Determinations

[.html](#)

XII. E

Electronic Commerce/Electronic Data Interchange home page
Employer Support of the Guard and Reserve
Environmental Protection Agency
Ethics Link

[ics/](#)

Excluded Parties List
Executive Orders

XIII. F

FAC (Federal Register Pages only)
FAR (GSA)
Federal Acquisition Institute (FAI) home page

Federal Acquisition Virtual Library (FAR/DFARS, CBD, Debarred List, SIC)
Federal Aviation Administration
Federal Employees
Federal Emergency Management Agency
Federal Facilities Council

[f](#)

Federal Laws/Regulations

Federal Information Processing Standards (City/Place Codes)
[top-fr.htm](#)

Federal Prison Industries (UNICOR)
Federal Register

[140.html](#)

Federal Procurement Data System

Or

<http://assist.daps.mil/>
<http://web7.whs.osd.mil/corres.htm>
<http://purchasecard.saalt.army.mil>
<http://www.acq.osd.mil/sadbu>

<http://www.dtic.mil/defenselink/dodgc/defense>

<http://www.dtic.dla.mil/dps-phila>
<http://www.ios.doi.gov/pam/pamarin.html>
<http://www.ustreas.gov>

<http://www.ceals.usace.army.mil/netahtml/srvc>

<http://www.acq.osd.mil/ec/>
<http://www.ncesgr.osd.mil>
<http://www.epa.gov>

http://www.defenselink.mil/dodgc/defense_eth

<http://www.ARNet.gov/epls/>
<http://www.whitehouse.gov/news/orders>

<http://www.gsa.gov:80/far/FAC/FACs.html>
<http://www.arnet.gov/far/>
<http://www.gsa.gov/staff/v/training.htm>

or

<http://www.faionline.com>

or

<http://www.gsa.gov/fai>
<http://www.arnet.gov/Library/>
<http://www.faa.gov>
<http://www.fedweek.com>
<http://www.fema.gov>

<http://www4.nationalacademies.org/cets/ffc.ns>

<http://fedlaw.gsa.gov/>
<http://www.legal.gsa.gov>
<http://www.nist.gov/itl/fipspubs/55new/nav->

<http://www.unicor.gov>
<http://www.nara.gov/fedreg>

or

http://www.access.gpo.gov/su_docs/aces/aces

<http://fpds.gsa.gov/fpds/fpds.htm>

NGFARS

FedEx

FEDmanager (weekly Newsletter for Federal Executives, Managers, and Supervisors)

FFRDC – Federally Funded R&D Centers

Financial Management Regulations

Financial Operations (Jumpsites)

Fiscal Law Course

Fiscal Law Course "on-line" (Air Force)

Fish and Wildlife Service

Forms (GSA)

Forms (DOD)

HTM

FORSCOM electronic pubs and forms

<http://www.fedex.com>

<http://www.fedmanager.com>

<http://web1.whs.osd.mil/diorhome.htm>

<http://www.dtic.mil/comptroller/fmr/>

<http://www.asafm.army.mil>

<http://www.hqda.army.mil/ogc/>

<http://www.saffm.hq.af.mil/fiscallaw/>

<http://www.fws.gov>

<http://www.gsa.gov/forms/>

<http://web1.whs.osd.mil/icdhome/FORMTAB>

<http://www.forscom.army.mil/pubs>

XIV. G

General Accounting Office Homepage

GAO Decisions

Gopher

General Services Administration

GSA Advantage

GSA Electronic Forms

GSA Federal Management Regulation (FMR/FPMR) <http://policyworks.gov/org/main/mv/fmr/index.htm>

GSA Federal Supply Schedules

GSA Federal Supply Schedule Training

GSA FEDSIM

Government Commerce Net

Government Contractor Resource Center

Government Executive Magazine

GovBot Database of Government Web Sites

GovCon – Contract Glossary

tml

Government Printing Office

<http://thorplus.lib.purdue.edu:80/gpo>

Government Wide Contracts (GWACS)

<http://www.gao.gov>

<http://www.gao.gov/decisions/decision.htm>

<gopher://gopher.house.gov>

<http://www.gsa.gov>

<http://www.fss.gsa.gov>

<http://www.gsa.gov/forms>

<http://pub.fss.gsa.gov/fcoc/sched.htm>

<http://www.fss.gsa.gov/schedules/courses.cfm>

<http://fedsim.gsa.gov/>

<http://www.govcommerce.net/>

<http://www.govcon.com/>

<http://www.govexec.com>

<http://www.business.gov>

<http://www.govcon.com/information/gcterms.h>

http://www.access.gpo.gov/su_docs/ or

<http://genesis.gsfc.nasa.gov/nasa/adpmass.htm>

http://eos13.dcrtnih.gov/od/opm/aq_sources.h

tml

<http://www.govcon.com/BuyersGuide/Sponsor>

s.asp

http://eos13.dcrtnih.gov/od/opm/aq_sources.h

tml

http://eos13.dcrtnih.gov/od/opm/site_map.ht

ml

<http://www.itpolicy.gsa.gov/mke/gwac/contrto>

c.htm

GSA Legal Web Page

Gunter Air Force Base

<http://www.legal.gsa.gov>

<http://afcis.ssg.gunter.af.mil>

NGFARS

XV. H

Health and Human Services
Health Care Financing Administration
Housing and Urban Development
House of Representatives
HUBZone Empowerment Contracting Program

<http://www.os.dhhs.gov>
<http://www.hcfa.gov>
<http://www.hud.gov>
<http://www.house.gov>
<http://www.sba.gov/hubzone/>

XVI. I

IMPAC Training

[terials](#)
Industry Link Homepage
Internal Revenue Service
IRS Forms and Publications

[dex.html](#)

http://www.usbank.com/impac/train_mktg_ma

<http://www.industrylink.com/>
<http://www.irs.treas.gov/>

http://www.irs.ustreas.gov/prod/forms_pubs/in

XVII. J

Joint Ethics Regulation

[ics/](#)
Joint Publications
Joint Travel Regulations (JTR)
Justice Department
JWOD (National Industries for the Blind)

http://www.defenselink.mil/dodgc/defense_eth

<http://www.dtic.mil/doctrine>
<http://www.perdiem.osd.mil/>
<http://www.usdoj.gov>
http://nib.org/JWOD_Act.htm

XVIII. K

L

Laws, Regulations, Executive Orders, & Policy

[ml#policy.etc](#)
Library (jumpers to various contract law sites – FAR/FAC/DFARS/AFARS)
Library of Congress Web Page

<http://159.142.1.210/References/References.ht>

<http://acqnet.saalt.army.mil/library/default.htm>
<http://lcweb.loc.gov>
or
<http://www.loc.gov>

List of Parties Excluded from Federal Procurement and Nonprocurement Programs
Logistics Management Institute
Logistics Support Activity (LOGSA) Redstone Arsenal, AL
LOGSA Pubs and Forms (Supply catalogs, technical manuals, PS Magazine, and more.)

<http://www.arnet.gov/epls/>
<http://www.lmi.org/>
<http://www.logsa.army.mil/intro.htm>
<http://www.logsa.army.mil/pubs.htm>

XIX. M

NGFARS

Marine Corps Homepage
Mileage (MTMC)
Military Assistance Program "MAPsite"
Military Experience and Training Verification (VMET)

[play.login](#)

Military Periodicals

[htm](#)

(Index to Military Periodicals)

<http://www.usmc.mil>

<http://dtod-mtmc.belvoir.army.mil/>

<http://dticaw.dtic.mil/mapsite>

https://www.dmdc.osd.mil/vmet/owa/vmet_dis

<http://www.dtic.mil/search97/doc/aulimp/main>

XX. N

National Aeronautics and Space Administration

<http://www.hq.nasa.gov/office/procurement>

or

<http://nais.nasa.gov/msfc/library/library.html>

<http://www.napm.org/>

<http://www.ncmahq.org>

<http://www.ngb.dtic.mil>

<http://www.ngbpdc.ngb.army.mil/>

<http://www.arng.army.mil/Classifieds/Purchas>

National Association of Purchasing Management (NAPM)

National Contract Management Association

National Guard

National Guard Bureau Publications and Forms Library

National Guard Bureau Acquisition Contracting Division

[ng/NGB-AQR/](#)

National Institute of Government Purchasing

<http://www.nigp.com>

National Performance Review Library

<http://www.npr.gov/>

National Standards Institute

<http://www.nssn.org>

NAVSUP Home Page

<http://www.navsup.navy.mil>

Navy Acquisition Reform

<http://www.acq-ref.navy.mil/>

Navy Home Page

<http://www.navy.mil>

Navy, Department of "Best Manufacturing Processes"

<http://www.bmpcoe.org/>

North American Industry Classification System (NAICS)

<http://www.census.gov/epcd/www/naics.html>

NAICS updated by SBA Office of Size Standards

<http://www.sba.gov/size/index/tableofsize.html>

XXI. O

Occupational Safety and Health Administration (OSHA)

<http://www.osha.gov>

OGC Contract Law Division

<http://www.ogc.doc.gov/OGC/CLD.HTML>

OGE Ethics Advisory Opinions

http://fedbbs.access.gpo.gov/lib/oge_opin.ht

[ml](#)

Office of Acquisition Policy

<http://www.gsa.gov/staff/ap.htm>

Office of Deputy ASA (Financial Ops) Information on ADA violations/NAF

<http://www.asafm.army.mil/financial.htm>

Links/Army Pubs/and various other sites

Office of Federal Contracts Compliance Programs

<http://www.dol->

esa.gov/ofccp/preaward/pa_reg.html

Office of General Counsel – U.S. Department of Commerce

<http://www.contracts.ogc.doc.gov/cld/cld.html>

Office of Personnel Management (OPM)

<http://www.opm.gov>

OFPP (Guidelines for Oral Presentations)

<http://www.doe.gov/html/procure/oral.html>

OFPP (Best Practices Guide)

<http://www.arnet.gov/BestP/BestP.html>

Optional Forms (Ofs) (Contains some forms not included on USAPA web site.)

<http://web1.whs.osd.mil/icdhome/ofeforms.htm>

NGFARS

XXII. P

Past Performance Information (DOD Guide to Collection and Use of)

<http://www.acq.osd.mil/ar/doc/ppiguide.pdf>

Per Diem Rates

<http://www.dtic.mil/perdiem/pdrates.html>

Performance Based Service Contracting (Virtual Guide)

<http://oamweb.osdc.doc.gov/pbsc/index.html>

Policy Works – Per Diem Tables

<http://www.policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd97.htm>

Procurement Coding Manual

<http://web1.whs.osd.mil/peidhome/guide/mn02/mn02.htm>

Prompt Payment

<http://www.fms.treas.gov/prompt/index.html>

XXIII. Q

Quadrennial Defense Review

<http://www.defenselink.mil/pubs/qdr2001.pdf>

XXIV. R

Regulations, Army

<http://www.usapa.army.mil/>

Reports

<http://prmis.saalt.army.mil>

Reserve Affairs (Office of Assistant Secretary of Defense)

<http://www.defenselink.mil/ra/>

RCAS Project Manager's Web Site

<http://www.rcas.com>

XXV. S

Small Business Administration

<http://sbaonline.sba.gov>

Small Business Innovative Research (SBIR)

<http://www.dtic.mil/dtic/sbir/>

Small Business "U.S. Business Advisor"

<http://www.business.gov>

SBA Government Contracting Home Page

<http://www.sbaonline.sba.gov/GC/>

SBA Pro-Net (Search for firms by size/status)

<http://pro-net.sba.gov>

Search for 8(a) Firms

<http://www.8asearch.com>

Service Contract Act Directory of Occupations

<http://www.dol.gov/dol/esa/public/regs/compliance/whd/wage/main.htm>

Specifications, Standards and Data Item Descriptions

<http://assist.daps.mil/>

Standard Forms (Contains some forms not included on USAPA web site.)

<http://web1.whs.osd.mil/icdhome/sfeforms.htm>

Society of Logistics Engineers

<http://www.sole.org/>

Soldiers Online – The Official Army Magazine

<http://www.dtic.mil/soldiers>

XXVI. T

TAPS (Tragedy Assistance Program for Survivors, Inc.) (Grief support and services for survivors of military line-of-duty deaths.)

<http://dticaw.dtic.mil/mapsite>

Taxpayers Against Fraud – False Claims Act Legal Center

<http://www.taf.org>

Taxes/Insurance

<http://www.payroll-taxes.com>

Test and Evaluation Community Network

<http://tecnet0.jcte.jcs.mil:9000/>

Thomas Legislative Information on the Net

<http://thomas.loc.gov/>

Thomas Regional Electronic Network Directory

<http://www.trendonline.com>

Thomas Register

<http://www.thomasregister.com/>

NGFARS

Training and Doctrine Command (TRADOC)
Tri-service Network

<http://www-tradoc.monroe.army.mil>
<http://tsn.wes.army.mil/>

XXVII.U

UNICOR (Federal Prison Industries <http://www.unicor.gov>)
United Parcel Service (Home page; track packages and more.) <http://www.ups.com>
USAPA Electronic Pubs and Forms (Ars, Pams, Cirs, Ofs, SFs, DD, and DA <http://www.usapa.army.mil> forms; Pubs Ordering System)
U.S. Agency for International Development <http://www.info.usaid.gov/>
U.S. Army Publications Agency <http://www.usapa.army.mil>
U.S. Army Reserve (USAR) <http://www.army.mil/usar>
U.S. Army Reserve Command (USARC) INTERNET web site <http://www.usarc.army.mil>
U.S. Congress on the Net-Legislative Info <http://thomas.loc.gov/>
U.S. Code www.law.cornell.edu/uscode/
U.S. Court of Federal Claims <http://www.contracts.ogc.doc.gov/fedcl/>
U.S. Department of Education <http://www.ed.gov/>
USDA www.usda.gov
U.S. House of Representatives <http://www.house.gov>
U.S. Postal Service <http://www.usps.gov>
USPFO for Alabama <http://alguard.state.al.us>
USPFO For Arkansas <http://www.arguard.org/>
USPFO For Arizona <http://www.az.ngb.army.mil/uspfo>
USPFO for California <http://www.calguard.ca.gov/USPFO>
USPFO for Delaware <http://www.state.de.us/deang/contracting/contracting.htm>
USPFO For Hawaii <http://166.122.114.7/EBS/>
USPFO For Kansas <http://www.uspfo.ks.ngb.army.mil>
USPFO For Louisiana <http://www.la.ngb.army.mil/pfo/index.htm>
USPFO For Massachusetts (Purchasing & Contracting Division) http://www.state.ma.us/guard/uspfo/p_c/consol.htm
USPFO For Michigan <http://www.michguard.com/ebs/asp/AdvertisedSolicitations.asp>
USPFO For Mississippi (Purchasing & Contracting Division) <http://132.105.5.189>
USPFO For Missouri <http://www.uspfo-mo.org/>
USPFO For Montana (Purchasing & Contracting Division) http://www.montanaguard.com/USPFO_Home.htm
USPFO For Nebraska <http://www.neguard.com/contracting/index.htm>
USPFO For New Jersey (Purchasing & Contracting Division) <http://www.state.nj.us/military/uspfo/pc/index.html>
USPFO for North Dakota (Purchasing & Contracting Division) <http://www.guard.bismarck.nd.us/uspfond/pandctest.htm>
USPFO For Oregon <http://www.oregonguard.com/contracting>
USPFO For Rhode Island <http://www.ripfo.ngb.army.mil>
USPFO For South Dakota <http://55.88.108.115/contracting>
USPFO For Utah <http://www.ut.ngb.army.mil/pc>
USPFO For Washington <http://55.93.5.61/USPFO.shtm>
USPFO For West Virginia (Purchasing & Contracting Division) <http://www.wv.ngb.army.mil/contracting>
USPFO For Wyoming (Purchasing & Contracting Division) <http://wmd.wycys.af.mil/contracting>
U.S. Postal Service (Home page; mail manuals, rate calculations, zip codes, and more.) <http://www.usps.gov>
U.S. Senate <http://www.senate.gov>
Utility Privatization <http://rifas06.desc.dla.mil/main/a/priv/priv.htm>

NGFARS

XXVIII.V

Veterans Affairs (VA) (Information on VA benefits, programs, facilities, and more.)

<http://www.va.gov>

XXIX.W

Wage Rates

<http://www.r6.gsa.gov/wagerate/>

Whitehouse

<http://www.whitehouse.gov/>

Whitehouse Conference on Small Business

<http://www.whcsb.org>

Woman Owned Small Business (DOD SADBU)

<http://www.acq.osd.mil/sadbu/wosb>

XXX. X

XXXI.Y

Z